City of Greenfield

599 El Camino Real
Greenfield, CA 93927

City Council Special Meeting Agenda
November 15, 2016
6:00 P.M.

Mayor John Huerta, Jr.

Mayor Pro-Tem, Raul Rodriguez

Councilmembers

Lance Walker
Avelina Torres
Leah Santibanez

Your courtesy is requested to help our meeting run smoothly.

Please follow the following rules of conduct for public participation in City Council meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Please turn off cell phones and pagers.

A. CALL TO ORDER

B. ROLL CALL – CITY COUNCIL
Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibanez

C. INVOCATION BY PASTOR RAMIRO LUGO

D. PLEDGE OF ALLEGIANCE

E. AGENDA REVIEW

F. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

This portion of the Agenda allows an individual the opportunity to address the Council on any items not on closed session, consent calendar, public hearings, and city council business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Council regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and in the event that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

G. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt.

G-1. APPROVE City of Greenfield Warrants #300074 through #300206 and Bank Drafts #2097 through #2125 in the amount of $1,214,968.22 ***– Page 1***

G-2. APPROVE Minutes of the October 25, 2016 City Council Meeting ***– Page 26***

G-3. SECOND READING AND ADOPTION of an Ordinance Approving a Development Agreement with Golden State Alternative Care, Inc., for Medical Marijuana Cultivation and Manufacturing Facilities at 721 El Camino Real – **Ordinance #519 – *Page 32***

G-4. SECOND READING AND ADOPTION of an Ordinance Approving a Development Agreement with Greenfield Organix, Inc., for Medical Marijuana Cultivation and Manufacturing Facilities at 900 Cherry Avenue – **Ordinance #520 – *Page 96***

H. MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS

H-1. PROCLAMATION to the Greenfield Lions Club ***– Page 167***

H-2. PROCLAMATION to Carlos Villagomez ***– Page 168***

H-3. PROCLAMATION to Silka Saavedra ***– Page 169***

H-4. PRESENTATION by Jenny Mitchell, Salinas Valley Solid Waste Authority on 2015 Annual Update for Tri-Cities Disposal & Recycling ***– Page 170***

I. PUBLIC HEARINGS

I-1. **INTRODUCTION AND FIRST READING** of an Ordinance of the City Council of the City of Greenfield Amending Section 5.28.160 of the City of Greenfield Municipal Code for Consistency of the Listed Land Use Zoning Districts with the Controlling Land Use Designations and Regulations of Title 17 of the Municipal Code **–** ***Page 190***

a. Staff Report
b. Open Public Hearing
c. Close Public Hearing
d. City Council Comments / Review / Action
Staff Recommended Action – Read by Title Only, First Reading

I-2. **ADOPTION** of a Resolution of the City Council of the City of Greenfield Approving the Vesting Tentative Map for "The Vines" Residential Subdivision as Part of the South End Annexation Project and Exempting the Project from the Requirements of City's Inclusionary Housing Ordinance **-** ***Page 196***

a. Staff Report
b. Open Public Hearing
c. Close Public Hearing
d. City Council Comments / Review / Action
Staff Recommended Action – Adopt **Resolution #2016-94**

J. CITY COUNCIL BUSINESS

J-1. **ADOPT** a Resolution of the City Council of the City of Greenfield Approving the Disposition and Development Agreement for the Development of the Magnolia Place Senior Apartments **–** ***Page 211***

a. Staff Report
b. Public Comments
c. City Council Comments / Review / Action
Staff Recommended Action – Adopt **Resolution #2016-95**

J-2. **ADOPTION** of a Resolution of the City Council of the City of Greenfield Appointing Citizen Representatives to the Medical Marijuana Review Committee **–** ***Page 254***

a. Staff Report
b. Public Comments
c. City Council Comments / Review / Action
Staff Recommended Action – Adopt **Resolution #2016-96**

J-3. **SELECTION** of a Preferred Special Tax Rate Option for Fire Services and the Identification of Public Meeting Dates – ***Page 259***
a. Staff Report
b. Public Comments
c. City Council Comments / Review / Action
Staff Recommended Action – Select Option / Dates

J-4. **ADOPT** a Resolution of the City Council of the City of Greenfield Approving a Change Order for the Wastewater Treatment Surface Aerator Construction Contract with Cushman Contracting Corporation in Aggregate Amount of $130,740.75 – ***Page 265***
a. Staff Report
b. Public Comments
c. City Council Comments / Review / Action
Staff Recommended Action – Adopt **Resolution #2016-97**

J-5. **ADOPT** a Resolution of the City Council of the City of Greenfield Approving a Contract for Investigator Services – ***Page 274***
a. Staff Report
b. Public Comments
c. City Council Comments / Review / Action
Staff Recommended Action – Adopt **Resolution #2016-98**

K. BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

a. City Council Development Committee
b. City Council Agenda Committee
c. City Council Parks Committee
d. League of California Cities Monterey Bay Division
e. Transportation Agency for Monterey County
f. Association of Monterey Bay Area Governments
g. Salinas Valley Solid Waste Authority
h. Monterey Salinas Transit
i. Mayor City Selection Committee
j. Salinas Valley Mayors/Managers Group
k. Planning Commission

L. COMMENTS FROM CITY COUNCIL

M. CITY MANAGER REPORT

A. December 2016 City Council Schedule

N. ADJOURNMENT

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This agenda is duly posted outside City Hall and on the City of Greenfield web site
www.ci.greenfield.ca.us

Greenfield, CA

Check Report

By Check Number

Date Range: 10/21/2016 - 11/10/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00130	AT&T	10/27/2016	Regular	0.00	703.21	300074
03903	CENTRAL COAST SIGN FACTORY	10/27/2016	Regular	0.00	85.93	300075
03939	CENTRAL DRUG SYSTEM	10/27/2016	Regular	0.00	286.20	300076
00653	FOOD 4 LESS	10/27/2016	Regular	0.00	78.95	300077
00767	GREENFIELD TOWING	10/27/2016	Regular	0.00	490.00	300078
00721	GREENFIELD TRUE VALUE	10/27/2016	Regular	0.00	277.23	300079
19011	ID CONCEPTS	10/27/2016	Regular	0.00	20.44	300080
01103	KING CITY VETERINARY HOSPITAL	10/27/2016	Regular	0.00	557.50	300081
01506	OFFICE DEPOT	10/27/2016	Regular	0.00	504.47	300082
01532	O'REILLY AUTO PARTS	10/27/2016	Regular	0.00	22.55	300083
01629	PARTS & SERVICE CENTER	10/27/2016	Regular	0.00	743.92	300084
00386	STATE OF CA DEPT. OF JUSTICE	10/27/2016	Regular	0.00	491.00	300085
03920	STERICYCLE, INC.	10/27/2016	Regular	0.00	210.87	300086
03987	U.S. BANK	10/27/2016	Regular	0.00	12,085.58	300087
00180	ALL SAFE INTEGRATED SYSTEMS	10/28/2016	Regular	0.00	438.00	300091
00108	ALVES TRACTOR SERVICE	10/28/2016	Regular	0.00	1,775.00	300092
03963	AMERIPRIDE	10/28/2016	Regular	0.00	329.81	300093
02171	ANDREW TIPTON	10/28/2016	Regular	0.00	50.00	300094
00176	ARROWHEAD EMBLEMS	10/28/2016	Regular	0.00	717.89	300095
00101	AT&T	10/28/2016	Regular	0.00	70.64	300096
00134	AT&T MOBILITY	10/28/2016	Regular	0.00	11.40	300097
00294	BOB MURRAY & ASSOCIATES	10/28/2016	Regular	0.00	2,133.96	300099
03971	CARDLOCK VENDING, INC.	10/28/2016	Regular	0.00	200.00	300100
03903	CENTRAL COAST SIGN FACTORY	10/28/2016	Regular	0.00	102.00	300101
00461	DATAFLOW BUSINESS SYSTEMS	10/28/2016	Regular	0.00	107.57	300102
00459	DAVE'S REPAIR SERVICE	10/28/2016	Regular	0.00	259.34	300103
00286	DIANE BRUEGGEMAN	10/28/2016	Regular	0.00	50.00	300104
03960	EMERGENCY VEHICLE SPECIALISTS, INC	10/28/2016	Regular	0.00	966.63	300105
01879	ENRIQUE RAMIREZ	10/28/2016	Regular	0.00	50.00	300106
04132	GARDAWORLD	10/28/2016	Regular	0.00	15.50	300109
00725	GREEN RUBBER-KENNEDY AG	10/28/2016	Regular	0.00	130.38	300111
00721	GREENFIELD TRUE VALUE	10/28/2016	Regular	0.00	338.28	300112
00805	HACH COMPANY	10/28/2016	Regular	0.00	26.58	300113
00820	HOME DEPOT CREDIT SERVICES	10/28/2016	Regular	0.00	1,004.95	300114
01454	INTERWEST CONSULTING GROUP, INC.	10/28/2016	Regular	0.00	1,910.34	300115
01103	KING CITY VETERINARY HOSPITAL	10/28/2016	Regular	0.00	189.00	300116
03879	MARIA CASTILLO	10/28/2016	Regular	0.00	50.00	300118
13023	MARLIN LEASING	10/28/2016	Regular	0.00	101.99	300119
03880	MBS BUSINESS SYSTEMS	10/28/2016	Regular	0.00	629.30	300120
01343	MEYERS, NAVE, RIBACK, SILVER	10/28/2016	Regular	0.00	22,309.57	300121
01340	MONTEREY COUNTY TAX COLLECTOR	10/28/2016	Regular	0.00	30,616.66	300122
01506	OFFICE DEPOT	10/28/2016	Regular	0.00	111.28	300126
01532	O'REILLY AUTO PARTS	10/28/2016	Regular	0.00	247.90	300127
01654	PACIFIC COAST BATTERY SERVICE	10/28/2016	Regular	0.00	32.23	300128
01601	PACIFIC GAS & ELECTRIC	10/28/2016	Regular	0.00	18,011.71	300129
01629	PARTS & SERVICE CENTER	10/28/2016	Regular	0.00	135.39	300130
01630	PINNACLE HEALTHCARE	10/28/2016	Regular	0.00	115.00	300131
01837	R G FABRICATION	10/28/2016	Regular	0.00	14.74	300132
04006	RANEY PLANNING AND MANAGEMENT, INC.	10/28/2016	Regular	0.00	1,501.05	300133
01853	REDSHIFT	10/28/2016	Regular	0.00	204.89	300134
19020	SAN BENITO SUPPLY	10/28/2016	Regular	0.00	322.88	300135
04155	STOCKBRIDGE GENERAL CONTRACTING INC	10/28/2016	Regular	0.00	188,873.83	300136
02071	TELCO AUTOMATION, INC.	10/28/2016	Regular	0.00	2,064.00	300137
03919	TELEPACIFIC COMMUNICATIONS	10/28/2016	Regular	0.00	927.72	300138

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
13008	TINA MARTINEZ	10/28/2016	Regular	0.00	50.00	300139
03895	TONY ACOSTA	10/28/2016	Regular	0.00	270.00	300140
02210	VERIZON WIRELESS	10/28/2016	Regular	0.00	603.19	300141
02233	VISION TECHNOLOGY SOLUTIONS	10/28/2016	Regular	0.00	255.25	300142
02372	WALLACE GROUP	10/28/2016	Regular	0.00	1,455.50	300143
01323	COUNTY OF MONTEREY - EMERGENCY	11/02/2016	Regular	0.00	258,791.99	300144
00749	CITY OF GREENFIELD	11/03/2016	Regular	0.00	100.00	300145
00752	CITY OF GREENFIELD	11/03/2016	Regular	0.00	60.00	300146
00713	G P O A	11/03/2016	Regular	0.00	700.00	300147
00795	GREENFIELD POLICE SUPERVISORS	11/03/2016	Regular	0.00	200.00	300148
01911	SEIU 521	11/03/2016	Regular	0.00	329.41	300149
00215	ANTHEM - BLUE CROSS	11/10/2016	Regular	0.00	43,135.53	300150
00130	AT&T	11/10/2016	Regular	0.00	1,191.44	300151
00201	BEN-E-LECT	11/10/2016	Regular	0.00	71.50	300152
03040	CENTRAL COAST YOUTH SPORTS ORG	11/10/2016	Regular	0.00	28,989.73	300153
00305	CHEVRON, U.S.A.	11/10/2016	Regular	0.00	95.46	300154
00752	CITY OF GREENFIELD	11/10/2016	Regular	0.00	8,825.01	300155
04076	Citygate Associates, LLc	11/10/2016	Regular	0.00	1,225.71	300158
04071	COREY SMITH	11/10/2016	Regular	0.00	72.25	300159
04126	CUSHMAN CONTRACTING CORPORATION	11/10/2016	Regular	0.00	189,715.24	300160
04126	CUSHMAN CONTRACTING CORPORATION	11/10/2016	Regular	0.00	9,985.01	300161
00487	DIRECT TV	11/10/2016	Regular	0.00	46.19	300162
00610	FEDERAL EXPRESS	11/10/2016	Regular	0.00	38.90	300163
04132	GARDAWORLD	11/10/2016	Regular	0.00	200.34	300164
00725	GREEN RUBBER-KENNEDY AG	11/10/2016	Regular	0.00	197.05	300165
00721	GREENFIELD TRUE VALUE	11/10/2016	Regular	0.00	108.19	300166
00809	HDL COREN & CONE	11/10/2016	Regular	0.00	1,800.00	300167
19011	ID CONCEPTS	11/10/2016	Regular	0.00	20.44	300168
03052	iTEDIUM, INC.	11/10/2016	Regular	0.00	41.95	300169
01343	MEYERS, NAVE, RIBACK, SILVER	11/10/2016	Regular	0.00	1,725.86	300170
04047	MICHAEL BAKER INTERNATIONAL, INC.	11/10/2016	Regular	0.00	5,187.27	300171
04178	MITCHELL EGGERS	11/10/2016	Regular	0.00	154.95	300172
13015	MNS ENGINEERS, INC.	11/10/2016	Regular	0.00	69,708.94	300173
01348	MONTEREY COUNTY INFORMATION TECHNOLOG	11/10/2016	Regular	0.00	571.25	300174
01380	MONTEREY COUNTY ANIMAL	11/10/2016	Regular	0.00	12,320.00	300175
01316	MONTEREY COUNTY SHERIFF'S DEPT	11/10/2016	Regular	0.00	8,160.01	300176
01506	OFFICE DEPOT	11/10/2016	Regular	0.00	904.84	300177
01532	O'REILLY AUTO PARTS	11/10/2016	Regular	0.00	370.69	300178
03897	PACIFIC COAST LAND DESIGN, INC.	11/10/2016	Regular	0.00	9,138.75	300179
01629	PARTS & SERVICE CENTER	11/10/2016	Regular	0.00	768.58	300180
01630	PINNACLE HEALTHCARE	11/10/2016	Regular	0.00	745.00	300181
01837	R G FABRICATION	11/10/2016	Regular	0.00	225.00	300183
04006	RANEY PLANNING AND MANAGEMENT, INC.	11/10/2016	Regular	0.00	846.13	300184
01853	REDSHIFT	11/10/2016	Regular	0.00	204.89	300185
02367	ROBIN WARBEY CONSULTING	11/10/2016	Regular	0.00	11,056.29	300186
01978	SAFETY-KLEEN CORP.	11/10/2016	Regular	0.00	221.82	300187
01919	SALINAS VALLEY FORD	11/10/2016	Regular	0.00	34.18	300188
01999	SALINAS VALLEY SOLID WASTE AUTHORITY	11/10/2016	Regular	0.00	45,401.26	300189
01933	SMITH & ENRIGHT LANDSCAPING	11/10/2016	Regular	0.00	14,957.14	300190
19026	SONIAN, INC.	11/10/2016	Regular	0.00	198.00	300191
01960	SOUTH COUNTY NEWSPAPER	11/10/2016	Regular	0.00	416.00	300192
01998	STANDARD INSURANCE COM	11/10/2016	Regular	0.00	1,168.44	300193
00384	STATE OF CALIFORNIA EDD	11/10/2016	Regular	0.00	4,492.00	300194
04136	STATE WATER RESOURCES CONTROL BOARD	11/10/2016	Regular	0.00	170.00	300195
01981	SUN BADGE CO.	11/10/2016	Regular	0.00	76.18	300196
01944	SWRCB	11/10/2016	Regular	0.00	3,263.40	300197
02071	TELCO AUTOMATION, INC.	11/10/2016	Regular	0.00	294.00	300198
01904	THE SALINAS CALIFORNIAN	11/10/2016	Regular	0.00	193.31	300199
02037	TRI-CITIES DISPOSAL	11/10/2016	Regular	0.00	81,542.28	300200
00634	TYLER TECHNOLOGIES	11/10/2016	Regular	0.00	908.49	300201
02208	VALLEY SAW & GARDEN EQUIPMENT	11/10/2016	Regular	0.00	141.81	300202

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04079	VERIZON	11/10/2016	Regular	0.00	456.00	300203
02210	VERIZON WIRELESS	11/10/2016	Regular	0.00	1,503.60	300204
03936	VieVu	11/10/2016	Regular	0.00	340.43	300205
02233	VISION TECHNOLOGY SOLUTIONS	11/10/2016	Regular	0.00	266.69	300206
01916	STATE STREET BANK & TRUST CO.	10/21/2016	Bank Draft	0.00	120.34	DFT0002097
01916	STATE STREET BANK & TRUST CO.	10/21/2016	Bank Draft	0.00	750.00	DFT0002098
01916	STATE STREET BANK & TRUST CO.	10/21/2016	Bank Draft	0.00	300.00	DFT0002099
01916	STATE STREET BANK & TRUST CO.	10/21/2016	Bank Draft	0.00	450.00	DFT0002100
01916	STATE STREET BANK & TRUST CO.	10/21/2016	Bank Draft	0.00	100.00	DFT0002101
01916	STATE STREET BANK & TRUST CO.	10/21/2016	Bank Draft	0.00	270.00	DFT0002102
00431	DEPT OF CHILD SUPPORT SERVICES	10/21/2016	Bank Draft	0.00	802.61	DFT0002103
00384	STATE OF CALIFORNIA EDD	10/21/2016	Bank Draft	0.00	1,124.93	DFT0002104
03103	Internal Revenue Service	10/21/2016	Bank Draft	0.00	3,913.44	DFT0002105
03103	Internal Revenue Service	10/21/2016	Bank Draft	0.00	16,733.32	DFT0002106
00384	STATE OF CALIFORNIA EDD	10/21/2016	Bank Draft	0.00	5,632.23	DFT0002107
03103	Internal Revenue Service	10/21/2016	Bank Draft	0.00	17,142.73	DFT0002108
01916	STATE STREET BANK & TRUST CO.	11/04/2016	Bank Draft	0.00	120.34	DFT0002112
01916	STATE STREET BANK & TRUST CO.	11/04/2016	Bank Draft	0.00	950.00	DFT0002113
01916	STATE STREET BANK & TRUST CO.	11/04/2016	Bank Draft	0.00	500.00	DFT0002114
01916	STATE STREET BANK & TRUST CO.	11/04/2016	Bank Draft	0.00	600.00	DFT0002115
01916	STATE STREET BANK & TRUST CO.	11/04/2016	Bank Draft	0.00	150.00	DFT0002116
01916	STATE STREET BANK & TRUST CO.	11/04/2016	Bank Draft	0.00	270.00	DFT0002117
00431	DEPT OF CHILD SUPPORT SERVICES	11/04/2016	Bank Draft	0.00	802.61	DFT0002118
00384	STATE OF CALIFORNIA EDD	11/04/2016	Bank Draft	0.00	1,004.42	DFT0002119
03103	Internal Revenue Service	11/04/2016	Bank Draft	0.00	3,696.14	DFT0002120
03103	Internal Revenue Service	11/04/2016	Bank Draft	0.00	15,463.48	DFT0002121
00384	STATE OF CALIFORNIA EDD	11/04/2016	Bank Draft	0.00	4,788.77	DFT0002122
03103	Internal Revenue Service	11/04/2016	Bank Draft	0.00	15,046.58	DFT0002123
03924	PG&E CFM/PPC DEPARTMENT	10/31/2016	Bank Draft	0.00	3,822.26	DFT0002125

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	271	119	0.00	1,120,414.02
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	25	25	0.00	94,554.20
EFT's	0	0	0.00	0.00
	296	**144**	**0.00**	**1,214,968.22**

Fund Summary

Fund	Name	Period	Amount
999	CASH CONTROL	10/2016	347,501.06
999	CASH CONTROL	11/2016	867,467.16
			1,214,968.22

Greenfield, CA

Expense Approval Report
By Fund

Payment Dates 10/21/2016 - 11/10/2016

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
COUNTY OF MONTEREY - EME...	300144	11/02/2016	DISPATCH SERVICES FY 15/16	100-215-63400.000	247,975.67
COUNTY OF MONTEREY - EME...	300144	11/02/2016	DISPATCH SERVICES FY 15/16	100-215-63400.000	10,816.32
AT&T	300074	10/27/2016	PD FAX/ALARM/LIFT STATION L...	100-215-64500.000	703.21
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	74.00
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	59.00
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	59.00
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
ARROWHEAD EMBLEMS	300095	10/28/2016	GREENFIELD REGULAR SHOULD...	100-215-65200.000	717.89
SUN BADGE CO.	300196	11/10/2016	TWOTONE BADGES REPAIR	100-215-65200.000	76.18
O'REILLY AUTO PARTS	300178	11/10/2016	05 PD HARLEY BIKE - BATTERY	100-215-66200.000	152.68
O'REILLY AUTO PARTS	300178	11/10/2016	05 PD HARLEY BIKE - BATTERY C...	100-215-66200.000	-10.00
SAFETY-KLEEN CORP.	300187	11/10/2016	SOLVENT - PARTS CLEANER	100-311-66200.000	221.82
SOUTH COUNTY NEWSPAPER	300192	11/10/2016	TRI-CITIES NOTICE	100-170-61300.000	104.00
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	EUTHANASIA/CREMATION SERV..	100-230-63400.000	51.50
AMERIPRIDE	300093	10/28/2016	CVC CLEANING TOWELS	100-111-65600.000	20.76
AMERIPRIDE	300093	10/28/2016	UNIFORMS	100-310-65200.000	148.58
AMERIPRIDE	300093	10/28/2016	SHOP MOP/MATS	100-310-65600.000	13.50
AMERIPRIDE	300093	10/28/2016	SHOP TOWELS/MATS	100-311-66200.000	5.24
PARTS & SERVICE CENTER	300084	10/27/2016	PD TIRE DRESSING	100-215-66200.000	13.43
GREENFIELD TRUE VALUE	300079	10/27/2016	HARVEST FESTIVAL SIGNS	100-551-63500.211	12.88
GREENFIELD TRUE VALUE	300079	10/27/2016	PLIERS	100-550-65700.000	17.93
PARTS & SERVICE CENTER	300084	10/27/2016	SHOP FUNNEL	100-311-66200.000	7.14
SOUTH COUNTY NEWSPAPER	300192	11/10/2016	10012016 PC NOTICE	100-170-61300.000	224.00
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-311-004-000 - 1283 GREEN...	100-110-68700.000	271.78
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-012-019-000 - CVC CENTER	100-111-68700.000	291.12
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-012-020-000 - CVC CENTER	100-111-68700.000	291.12
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-012-021-000 - CVC CENTER	100-111-68700.000	290.88
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-341-052-000 - 801 APRICOT	100-550-68700.000	271.98
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-181-017-000 - 920 WALNUT	100-550-68700.000	68.34
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-211-026-000 - 221 PINOT	100-550-68700.000	290.20
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-114-007-000 - APPLE/THIRD..	100-550-68700.000	11.84
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-244-068-000 - 328 PARKSI...	100-550-68700.000	283.28
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-223-024-000 - 455 10TH ST	100-550-68700.000	271.88
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-291-010-000 - PATRIOT PA...	100-550-68700.000	304.58
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-034-006-000 - 303 ECR	100-550-68700.000	383.56
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-291-008-000 - PATRIOT PA...	100-550-68700.000	1,366.60
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-281-038-000 - 890 TYLER	100-550-68700.000	272.14
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-015-031-000 - 540 BAYWO...	100-550-68700.000	388.90
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-033-006-000 - 215 S ECR	100-551-68700.000	381.66
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-291-009-000 - CAYCARE/C...	100-551-68700.000	686.17
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-033-007-000 - 213 S ECR	100-551-68700.000	381.66
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-033-005-000 - 215 S ECR	100-551-68700.000	381.66
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-291-009-000 - CAYCARE/C...	100-590-68700.000	686.17
GREENFIELD TRUE VALUE	300079	10/27/2016	GARBAGE BAGS	100-550-65700.000	31.16
O'REILLY AUTO PARTS	300083	10/27/2016	DENT PULLER	100-311-66200.000	22.55
PARTS & SERVICE CENTER	300084	10/27/2016	PD CAR WASH SOLUTION	100-215-66200.000	7.65
PACIFIC COAST BATTERY SERVI...	300128	10/28/2016	4 CORE CREDIT	100-215-66200.000	-23.68
VALLEY SAW & GARDEN EQUIP...	300202	11/10/2016	PW BOOT SAFETY - ARTURO CA...	100-26001	11.81

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
VALLEY SAW & GARDEN EQUIP...	300202	11/10/2016	PW BOOT SAFETY - ARTURO CA...	100-310-65200.000	130.00
THE SALINAS CALIFORNIAN	300199	11/10/2016	RECALL - NOTICE OF ELECTION	100-170-68400.000	193.31
U.S. BANK	300087	10/27/2016	SAFEWAY - WATER FOR CM OFF...	100-110-65100.000	8.38
U.S. BANK	300087	10/27/2016	VERIZON - CASE FOR EXECUTIVE...	100-110-65100.000	58.09
U.S. BANK	300087	10/27/2016	CAPLERA - ANNUAL CONFEREN...	100-110-67100.000	757.00
U.S. BANK	300087	10/27/2016	FRED PRYOR SEMINARS - MGNT...	100-110-67200.000	654.94
U.S. BANK	300087	10/27/2016	CAPLERA - RENEWED MEMBER...	100-110-68300.000	350.00
U.S. BANK	300087	10/27/2016	STAPLES - OFFICE SUPPLIES	100-111-61400.000	20.77
U.S. BANK	300087	10/27/2016	EASYKEYS - KEYS FOR CABINET ...	100-111-61500.000	41.70
U.S. BANK	300087	10/27/2016	COSTCO - SUPPLIES FOR CIVIC C...	100-111-65100.000	122.29
U.S. BANK	300087	10/27/2016	ASAP - NAME PLATE FOR INTER...	100-111-65100.000	27.83
U.S. BANK	300087	10/27/2016	COSTCO - SUPPLIES FOR CIVIC C...	100-111-65600.000	47.39
U.S. BANK	300087	10/27/2016	ASAP - FROSTED SEAL FOR GLAS...	100-111-72200.000	246.90
U.S. BANK	300087	10/27/2016	RAZZOLINK - BACK UP IT SERVIC...	100-125-63200.000	195.00
U.S. BANK	300087	10/27/2016	STAPLES - OFFICE SUPPLIES	100-26001	34.99
U.S. BANK	300087	10/27/2016	GAS - AMBAG ANNUAL MEETING	100-101-67100.111	25.00
U.S. BANK	300087	10/27/2016	GAS - RDC WORKSHOP AT THE ...	100-101-67300.111	30.00
U.S. BANK	300087	10/27/2016	DELIVER CUSTOMER SERVICE S...	100-190-67200.000	179.00
U.S. BANK	300087	10/27/2016	SHELL - GAS TO CCE MEETING IN..	100-190-67300.000	8.89
U.S. BANK	300087	10/27/2016	HYATT REGENCY - SART SUMMI...	100-215-67100.000	564.17
U.S. BANK	300087	10/27/2016	SILVERSCRIPT - SEPTEMBER 201...	100-310-52510.000	2.53
U.S. BANK	300087	10/27/2016	SILVERSCRIPT - SEPTEMBER 201...	100-550-52510.000	0.46
U.S. BANK	300087	10/27/2016	SILVERSCRIPT - SEPTEMBER 201...	100-601-52510.000	8.05
U.S. BANK	300087	10/27/2016	RANCHO - 9/13/16 CITY COUNC...	100-101-65100.000	23.34
U.S. BANK	300087	10/27/2016	RANCHO - 9/6/16 SPECIAL CITY ...	100-101-65100.000	17.08
U.S. BANK	300087	10/27/2016	SAFEWAY - MO CO MAYORS' L...	100-101-65100.000	20.00
U.S. BANK	300087	10/27/2016	FOODS CO - FOOD FOR FLU SH...	100-110-65100.000	19.16
U.S. BANK	300087	10/27/2016	2016 CITY CLERKS NEW LAW & ...	100-170-67100.000	475.00
U.S. BANK	300087	10/27/2016	SHELL - RECALL ELECTION MTG....	100-170-67300.000	20.03
U.S. BANK	300087	10/27/2016	PLAQUE FOR INVESTIGTOR GUI...	100-201-65100.000	152.23
U.S. BANK	300087	10/27/2016	CAR WASH - CHIEF'S VEHICLE	100-201-66100.000	7.99
U.S. BANK	300087	10/27/2016	GAS FOR CHIEF'S VEHICLE	100-201-66100.000	38.24
U.S. BANK	300087	10/27/2016	POSTAGE	100-201-61100.000	12.94
U.S. BANK	300087	10/27/2016	RANCHO - 9/11 CEREMONY	100-201-65100.000	285.20
U.S. BANK	300087	10/27/2016	NUEVO MILENIO - CHIEF FRESE ...	100-201-65100.000	262.50
U.S. BANK	300087	10/27/2016	RANCHO - 9/11 CEREMONY	100-201-65100.000	29.98
U.S. BANK	300087	10/27/2016	RANCHO - 9/11 CEREMONY	100-201-65100.000	35.06
U.S. BANK	300087	10/27/2016	LUIGI'S - CHIEF FRESE'S FAREWE...	100-201-65100.000	870.08
U.S. BANK	300087	10/27/2016	CARD FOR VOLUNTEER NAJAR	100-201-65100.000	4.91
U.S. BANK	300087	10/27/2016	RITE AID - CONDOLENCE CARD ...	100-201-65100.000	3.93
U.S. BANK	300087	10/27/2016	PD COINS	100-201-65100.000	363.75
U.S. BANK	300087	10/27/2016	COSTCO - BREAK ROOM/CLEAN...	100-201-65100.000	179.31
U.S. BANK	300087	10/27/2016	COSTCO - BREAK ROOM/CLEAN...	100-201-65100.000	89.87
U.S. BANK	300087	10/27/2016	RANCHO - DOMESTIC VIOLENCE...	100-201-65100.000	4.18
U.S. BANK	300087	10/27/2016	BODY FAT SCALE	100-201-65100.000	71.99
U.S. BANK	300087	10/27/2016	COSTCO - BREAK ROOM/CLEAN...	100-201-65600.000	33.61
U.S. BANK	300087	10/27/2016	NEUTRON INDUSTRIES - CLEAN...	100-201-65600.000	166.89
U.S. BANK	300087	10/27/2016	COSTCO - BREAK ROOM/CLEAN...	100-201-65600.000	23.21
U.S. BANK	300087	10/27/2016	AMAZON - CROSSING GUARD R...	100-215-65200.000	70.92
U.S. BANK	300087	10/27/2016	GANG SYNOPSIS - OFFICER TREV..	100-215-67100.000	20.00
U.S. BANK	300087	10/27/2016	AIR FILTER CONTROL - BUILDING..	100-111-65900.000	206.50
U.S. BANK	300087	10/27/2016	RITE AID - CALCULATOR	100-310-61400.000	13.10
U.S. BANK	300087	10/27/2016	CARL'S JR. - WORKSHOP LUNCH	100-310-65100.000	20.92
U.S. BANK	300087	10/27/2016	CAL/OSHA COMPLIANCE SUITE -...	100-310-65300.000	119.95
U.S. BANK	300087	10/27/2016	AIR FILTER CONTROL - BUILDING..	100-311-65900.000	13.41
U.S. BANK	300087	10/27/2016	AIR FILTER CONTROL - BUILDING..	100-551-65900.211	34.86
U.S. BANK	300087	10/27/2016	AIR FILTER CONTROL - BUILDING..	100-590-65900.000	8.05
CARDLOCK VENDING, INC.	300100	10/28/2016	VEHICLE GAS CARD SERVICE	100-311-63900.000	200.00
GREENFIELD TRUE VALUE	300079	10/27/2016	HARVEST FESTIVAL GLUE	100-551-63500.211	3.59
GREENFIELD TRUE VALUE	300079	10/27/2016	HARVEST FESTIVAL TAPE	100-551-63500.211	7.63

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	BUILDING FILTERS	100-111-65900.000	224.08
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	PD LAUNDRY ROOM SUPPLIES	100-215-71200.000	247.14
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	BUILDING FILTERS	100-311-65900.000	14.55
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	BUILDING FILTERS	100-551-65900.211	37.83
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	BUILDING FILTERS	100-590-65900.000	8.73
SOUTH COUNTY NEWSPAPER	300192	11/10/2016	CC NOTICE	100-170-61300.000	88.00
DAVE'S REPAIR SERVICE	300103	10/28/2016	GAS HOZZLE REPAIR	100-311-63900.000	105.00
DAVE'S REPAIR SERVICE	300103	10/28/2016	GAS HOZZLE REPAIR	100-311-65700.000	154.34
CITY OF GREENFIELD	300155	11/10/2016	899 HCERRY AVENUE - CVC BKFL	100-111-64300.000	33.03
CITY OF GREENFIELD	300155	11/10/2016	599 EL CAMINO REAL	100-111-64300.000	169.34
CITY OF GREENFIELD	300155	11/10/2016	597 EL CAMINO REAL LS	100-111-64300.000	33.34
MONTEREY COUNTY INFORMA...	300174	11/10/2016	RADIOS MAINTENANCE FY 16-17	100-215-64700.000	571.25
CITY OF GREENFIELD	300155	11/10/2016	801 APRICOT STREET PARK	100-550-64300.000	85.68
CITY OF GREENFIELD	300155	11/10/2016	540 BAYWOOD WAY	100-550-64300.000	342.87
CITY OF GREENFIELD	300155	11/10/2016	221 PINOT AVE - CITY PARK	100-550-64300.000	593.20
CITY OF GREENFIELD	300155	11/10/2016	890 TYLER AVE - CITY PARK	100-550-64300.000	226.00
CITY OF GREENFIELD	300155	11/10/2016	455 TENTH ST PRIMAVERA PARK	100-550-64300.000	28.12
CITY OF GREENFIELD	300155	11/10/2016	328 PARKSIDE COURT	100-550-64300.000	33.78
CITY OF GREENFIELD	300155	11/10/2016	100 FIFTH STREET PARK	100-550-64300.000	34.91
CITY OF GREENFIELD	300155	11/10/2016	303 EL CAMINO REAL MUSEUM...	100-550-64300.000	50.34
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	100-550-64400.000	115.90
CITY OF GREENFIELD	300155	11/10/2016	1351 OAK AVE FIRE PROTECTION	100-551-64300.000	33.03
CITY OF GREENFIELD	300155	11/10/2016	1351 OAK AVE/COMMUNITY C...	100-551-64300.000	48.38
CITY OF GREENFIELD	300155	11/10/2016	215 EL CAMINO REAL N	100-551-64300.211	24.25
CITY OF GREENFIELD	300155	11/10/2016	213 EL CAMINO REAL N	100-551-64300.211	25.26
CITY OF GREENFIELD	300155	11/10/2016	1351 OAK AVE/COMMUNITY C...	100-551-64400.000	203.60
CITY OF GREENFIELD	300155	11/10/2016	215 EL CAMINO REAL N	100-551-64400.211	41.34
CITY OF GREENFIELD	300155	11/10/2016	131 THIRTEENTH ST DAY CARE	100-590-64300.000	64.41
PARTS & SERVICE CENTER	300084	10/27/2016	GENERATOR FILTERS - CIVIC CE...	100-111-66300.000	283.57
ID CONCEPTS	300080	10/27/2016	IDENTIFICATION CREDENTIAL C...	100-201-65200.000	20.44
GARDAWORLD	300109	10/28/2016	EXCESS LIABILITY CHARGE FOR ...	100-190-63300.000	15.50
OFFICE DEPOT	300082	10/27/2016	POT & PAN LIQ CLEANER	100-201-65600.000	28.97
OFFICE DEPOT	300082	10/27/2016	OFFICE/JANITORIAL SUPPLIES	100-201-65600.000	5.71
OFFICE DEPOT	300082	10/27/2016	OFFICE/JANITORIAL SUPPLIES	100-215-61400.000	469.79
CENTRAL COAST YOUTH SPORTS..	300153	11/10/2016	EXTRAS - FIELD SUPPLIES	100-550-65700.000	839.73
CENTRAL COAST YOUTH SPORTS..	300153	11/10/2016	RENTAL SUBSIDY - AUGUST 2016	100-551-63500.000	1,900.00
CENTRAL COAST YOUTH SPORTS..	300153	11/10/2016	2ND QTR CCYSO FY16-17	100-551-63500.000	26,250.00
STERICYCLE, INC.	300086	10/27/2016	STERI-SAFE COMPLIANCE SOLUT..	100-201-63400.000	210.87
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	100-110-64600.000	312.17
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	100-230-64600.000	-14.79
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	100-230-64900.000	38.01
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	100-550-64600.000	18.60
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	100-601-64600.000	46.19
KING CITY VETERINARY HOSPIT...	300081	10/27/2016	BILLING CHARGE	100-230-63400.000	5.00
REDSHIFT	300134	10/28/2016	INTERNET SERVICE FY16-17	100-550-64900.000	16.24
GREENFIELD TRUE VALUE	300079	10/27/2016	GARBAGE CANS	100-111-65900.000	43.64
STATE OF CA DEPT. OF JUSTICE	300085	10/27/2016	FINGERPRINTS	100-215-65400.000	427.00
STATE OF CA DEPT. OF JUSTICE	300085	10/27/2016	FINGERPRINTS	100-215-68100.000	32.00
GREENFIELD TOWING	300078	10/27/2016	TOWING SERVICE - PD	100-215-63400.000	490.00
O'REILLY AUTO PARTS	300127	10/28/2016	2302 - OIL FILTER/PCV VALVE	100-110-66200.000	9.52
O'REILLY AUTO PARTS	300127	10/28/2016	BUFFING WHEEL	100-311-66200.000	22.88
OFFICE DEPOT	300126	10/28/2016	OFFICE SUPPLIES	100-201-61400.000	105.82
OFFICE DEPOT	300126	10/28/2016	OFFICE SUPPLIES	100-201-61400.000	5.46
MONTEREY COUNTY ANIMAL	300175	11/10/2016	ANIMAL SERVICES - FY 16-17	100-230-63400.000	12,320.00
CENTRAL COAST SIGN FACTORY	300075	10/27/2016	BUSINESS CARDS - UPDATE AR...	100-215-61200.000	85.93
PARTS & SERVICE CENTER	300180	11/10/2016	7331 - BULB	100-215-66200.000	1.51
DATAFLOW BUSINESS SYSTEMS	300102	10/28/2016	COPY FEES - PW	100-310-61200.000	2.54
DATAFLOW BUSINESS SYSTEMS	300102	10/28/2016	PW COPIES	100-310-61200.000	105.03
FOOD 4 LESS	300077	10/27/2016	SUGAR FOR CITY HALL	100-111-65100.000	12.15
FOOD 4 LESS	300077	10/27/2016	SUPPLIES FOR INTERIM CITY M...	100-110-65100.000	66.80

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
CENTRAL DRUG SYSTEM	300076	10/27/2016	DER & SUPERVISOR TRANING	100-310-67200.000	286.20
MONTEREY COUNTY SHERIFF'S ...	300176	11/10/2016	CRIMINAL JUSTICE INFO SYSTEM..	100-215-63400.000	8,160.01
PACIFIC GAS & ELECTRIC	300129	10/28/2016	CIVIC CENTER	100-111-64100.000	2,749.93
PACIFIC GAS & ELECTRIC	300129	10/28/2016	CIVIC CENTER	100-111-64200.000	177.04
PARTS & SERVICE CENTER	300130	10/28/2016	3740 - AIR FILTER	100-311-66300.000	14.13
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - MISC SUPPLIES	100-215-66200.000	271.60
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - BRAKE SERVICE	100-215-66200.000	249.67
OFFICE DEPOT	300177	11/10/2016	DRUM UNIT	100-215-61400.000	269.48
MARLIN LEASING	300119	10/28/2016	COPIER LEASE - PW	100-310-61200.000	101.99
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - OIL SEAL	100-215-66200.000	12.06
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - OIL SEAL	100-215-66200.000	10.45
AMERIPRIDE	300093	10/28/2016	CVC CLEANING TOWELS	100-111-65600.000	22.19
AMERIPRIDE	300093	10/28/2016	UNIFORMS	100-310-65200.000	99.50
AMERIPRIDE	300093	10/28/2016	SHOP MOP/MATS	100-310-65600.000	14.45
AMERIPRIDE	300093	10/28/2016	SHOP TOWELS/MATS	100-311-66200.000	5.59
MEYERS, NAVE, RIBACK, SILVER	300121	10/28/2016	PROFESSIONAL SERVICES - MA...	100-150-63100.000	735.00
MEYERS, NAVE, RIBACK, SILVER	300121	10/28/2016	INTERIM CITY ATTORNEY SERVI...	100-150-63100.000	20,352.57
VERIZON WIRELESS	300204	11/10/2016	CELL PHONES - PD	100-201-64600.000	118.40
VERIZON WIRELESS	300204	11/10/2016	CELL PHONES - PD	100-215-64600.000	1,288.17
VERIZON WIRELESS	300204	11/10/2016	CELL PHONES - PD	100-230-64600.000	97.03
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - O-RINGS	100-215-66200.000	4.59
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - OIL SEAL RETURNED	100-215-66200.000	-12.06
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - BRAKLEEN	100-215-66200.000	5.45
GREENFIELD TRUE VALUE	300112	10/28/2016	TWINE	100-551-63500.211	11.91
GREENFIELD TRUE VALUE	300112	10/28/2016	RETURNED TWINE	100-551-63500.211	-11.91
BOB MURRAY & ASSOCIATES	300099	10/28/2016	PROFESSIONAL SERVICES - EXE...	100-110-68100.000	1,500.00
BOB MURRAY & ASSOCIATES	300099	10/28/2016	EXPENSE REIMBURSEMENT	100-110-68100.000	633.96
TELEPACIFIC COMMUNICATIONS	300138	10/28/2016	INTERNET SERVICE	100-125-64900.000	927.72
PARTS & SERVICE CENTER	300130	10/28/2016	GLUE	100-551-63500.211	11.46
TELCO AUTOMATION, INC.	300137	10/28/2016	OCTOBER 2016	100-111-64500.000	2,064.00
OFFICE DEPOT	300177	11/10/2016	OFFICE SUPPLIES	100-201-61400.000	69.25
OFFICE DEPOT	300177	11/10/2016	OFFICE SUPPLIES	100-110-61400.000	33.79
OFFICE DEPOT	300177	11/10/2016	OFFICE SUPPLIES	100-111-61400.000	275.67
OFFICE DEPOT	300177	11/10/2016	OFFICE SUPPLIES	100-190-61400.000	256.65
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	100-101-66200.111	19.00
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	100-110-66200.000	19.00
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	100-215-66200.000	190.00
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	100-311-66200.000	19.00
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	100-550-66200.000	19.00
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	100-601-66200.000	19.00
AT&T	300151	11/10/2016	DOJ - PD CONNECTION	100-215-64500.000	464.32
AT&T	300151	11/10/2016	PD FAX/ALARM/LIFT STATION L...	100-215-64500.000	727.12
STANDARD INSURANCE COM	300193	11/10/2016	NOVEMBER 2016	100-22340	1,168.44
CENTRAL COAST SIGN FACTORY	300101	10/28/2016	VEHICLE GRAPHICS FOR CHIEF	100-201-65100.000	102.00
GREENFIELD TRUE VALUE	300112	10/28/2016	SUPPLIES FOR HALLOWEEN HA...	100-201-65100.000	178.07
VISION TECHNOLOGY SOLUTIO...	300142	10/28/2016	OCTOBER 2016	100-125-64900.000	255.25
PARTS & SERVICE CENTER	300130	10/28/2016	7320 - SPARK PLUG	100-215-66200.000	40.16
DIRECT TV	300162	11/10/2016	COMMERCIAL BASIC MONTHLY ...	100-201-64900.000	31.12
DIRECT TV	300162	11/10/2016	COMMERCIAL BASIC MONTHLY ...	100-215-64900.000	15.07
INTERWEST CONSULTING GRO...	300115	10/28/2016	PLAN CHECK - CELL TOWER FOR...	100-601-63600.000	1,910.34
PACIFIC GAS & ELECTRIC	300129	10/28/2016	PINOT PARK	100-550-64100.000	9.55
ID CONCEPTS	300168	11/10/2016	ID CARD - SERGEANT SOTELLO	100-215-65200.000	20.44
GREENFIELD TRUE VALUE	300112	10/28/2016	HANGING HOOKS	100-111-65900.000	5.45
STATE STREET BANK & TRUST C...	DFT0002097	10/21/2016	Deferred Compensation Loan P...	100-22435	120.34
STATE STREET BANK & TRUST C...	DFT0002098	10/21/2016	Defer Comp-GPOA	100-22430	350.00
STATE STREET BANK & TRUST C...	DFT0002099	10/21/2016	Defer Comp-GPSA	100-22430	300.00
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	100-22430	296.72
STATE STREET BANK & TRUST C...	DFT0002101	10/21/2016	Defer Comp-Mid Management	100-22430	50.00
STATE STREET BANK & TRUST C...	DFT0002102	10/21/2016	Defer Comp-Misc Employees	100-22430	71.49
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	100-22225	566.33

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	100-22215	2,113.54
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	100-22215	9,036.84
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	100-22220	3,304.00
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	100-22210	9,768.04
TINA MARTINEZ	300139	10/28/2016	10/04/16 PLANNING COMMISS...	100-601-63600.000	50.00
DIANE BRUEGGEMAN	300104	10/28/2016	10/04/16 PLANNING COMMISS...	100-601-63600.000	50.00
MARIA CASTILLO	300118	10/28/2016	10/04/16 PLANNING COMMISS...	100-601-63600.000	50.00
ANDREW TIPTON	300094	10/28/2016	10/04/16 PLANNING COMMISS...	100-601-63600.000	50.00
ENRIQUE RAMIREZ	300106	10/28/2016	10/04/16 PLANNING COMMISS...	100-601-63600.000	50.00
PARTS & SERVICE CENTER	300180	11/10/2016	7333 - VEHICLE MAINTENANCE	100-215-66100.000	34.72
PARTS & SERVICE CENTER	300180	11/10/2016	7333 - VEHICLE MAINTENANCE	100-215-66200.000	5.62
PARTS & SERVICE CENTER	300180	11/10/2016	7332 - OIL FILTER/OIL	100-215-66100.000	34.72
PARTS & SERVICE CENTER	300180	11/10/2016	7332 - OIL FILTER/OIL	100-215-66200.000	5.62
MBS BUSINESS SYSTEMS	300120	10/28/2016	COPY CHARGES - CITY HALL	100-111-61200.000	629.30
MEYERS, NAVE, RIBACK, SILVER	300121	10/28/2016	2016 INVESTIGATION	100-101-63100.000	1,222.00
GREENFIELD TRUE VALUE	300166	11/10/2016	SHOP CLEANING SUPPLIES	100-311-65600.000	11.35
TONY ACOSTA	300140	10/28/2016	TRANSLATION SERVICES - 10/11...	100-101-63100.000	270.00
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - PREVENTATIVE MAINT	100-215-66200.000	41.86
O'REILLY AUTO PARTS	300178	11/10/2016	7320 - MANIFOLD	100-215-66200.000	228.01
PARTS & SERVICE CENTER	300180	11/10/2016	7320 - PREVENTATIVE MAINT/S...	100-215-66200.000	-41.86
PARTS & SERVICE CENTER	300180	11/10/2016	CLEANING MATERIALS	100-311-66200.000	19.67
ALL SAFE INTEGRATED SYSTEMS	300091	10/28/2016	FIRE MONITORING - COMMUNI...	100-551-63900.000	120.00
ALL SAFE INTEGRATED SYSTEMS	300091	10/28/2016	QUARTERLY FIRE MONITORING ...	100-590-63900.000	120.00
ALL SAFE INTEGRATED SYSTEMS	300091	10/28/2016	BURGLARY MONITORING - CM ...	100-110-63900.000	126.00
SALINAS VALLEY FORD	300188	11/10/2016	ANTIFREEZE	100-215-66200.000	34.18
FEDERAL EXPRESS	300163	11/10/2016	TRANSPORTATION CHARGE - PD	100-215-61100.000	38.90
TELCO AUTOMATION, INC.	300198	11/10/2016	TECHNICIAN LABOR - PHONES	100-111-64500.000	294.00
CITY OF GREENFIELD	300155	11/10/2016	599 EL CAMINO REAL	100-111-64300.000	73.47
CITY OF GREENFIELD	300155	11/10/2016	899 CHERRY AVENUE - CVC BKFL	100-111-64300.000	33.03
CITY OF GREENFIELD	300155	11/10/2016	597 EL CAMINO REAL LS	100-111-64300.000	30.89
TRI-CITIES DISPOSAL	300200	11/10/2016	OCTOBER 2016	100-191-64400.000	80,928.33
CITY OF GREENFIELD	300155	11/10/2016	100 FIFTH STREET PARK	100-550-64300.000	32.18
CITY OF GREENFIELD	300155	11/10/2016	303 EL CAMINO REAL MUSEUM...	100-550-64300.000	75.60
CITY OF GREENFIELD	300155	11/10/2016	801 APRICOT STREET PARK	100-550-64300.000	119.95
CITY OF GREENFIELD	300155	11/10/2016	328 PARKSIDE COURT	100-550-64300.000	21.20
CITY OF GREENFIELD	300155	11/10/2016	221 PINOT AVE - CITY PARK	100-550-64300.000	477.46
CITY OF GREENFIELD	300155	11/10/2016	455 TENTH ST PRIMAVERA PARK	100-550-64300.000	78.04
CITY OF GREENFIELD	300155	11/10/2016	890 TYLER AVE - CITY PARK	100-550-64300.000	191.61
CITY OF GREENFIELD	300155	11/10/2016	540 BAYWOOD WAY	100-550-64300.000	180.43
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	100-550-64400.000	115.90
CITY OF GREENFIELD	300155	11/10/2016	1351 OAK AVE/COMMUNITY C...	100-551-64300.211	45.71
CITY OF GREENFIELD	300155	11/10/2016	213 EL CAMINO REAL N	100-551-64300.211	24.09
CITY OF GREENFIELD	300155	11/10/2016	1351 OAK AVE FIRE PROTECTION	100-551-64300.211	33.03
CITY OF GREENFIELD	300155	11/10/2016	215 EL CAMINO REAL N	100-551-64300.211	24.09
CITY OF GREENFIELD	300155	11/10/2016	1351 OAK AVE/COMMUNITY C...	100-551-64400.000	203.60
CITY OF GREENFIELD	300155	11/10/2016	215 EL CAMINO REAL N	100-551-64400.211	41.34
CITY OF GREENFIELD	300155	11/10/2016	131 THIRTEENTH ST DAY CARE	100-590-64300.000	109.84
TRI-CITIES DISPOSAL	300200	11/10/2016	CLEAN UP WEEK CHARGES - OC...	100-191-64400.000	613.95
ROBIN WARBEY CONSULTING	300186	11/10/2016	OCTOBER 2016	100-125-63200.000	8,750.00
ROBIN WARBEY CONSULTING	300186	11/10/2016	IT EQUIPMENT - OCTOBER 2016	100-110-65300.000	114.81
ROBIN WARBEY CONSULTING	300186	11/10/2016	IT EQUIPMENT - OCTOBER 2016	100-125-65300.000	3.27
ROBIN WARBEY CONSULTING	300186	11/10/2016	IT EQUIPMENT - OCTOBER 2016	100-215-65300.000	2,188.21
Citygate Associates, LLc	300158	11/10/2016	task#5 implementation plan	100-110-63100.000	1,205.78
Citygate Associates, LLc	300158	11/10/2016	task#4 lafco application assista...	100-110-63100.000	19.93
STATE OF CALIFORNIA EDD	300194	11/10/2016	UNEMPLOYMENT INSURANCE ...	100-215-52200.000	48.00
GARDAWORLD	300164	11/10/2016	NOVEMBER 2016	100-190-63300.000	200.34
MITCHELL EGGERS	300172	11/10/2016	GAS/LODGING REIMBURSEMENT	100-215-67300.000	154.95
COREY SMITH	300159	11/10/2016	REIMBURSEMENT FOR GAS	100-215-67300.000	72.25
REDSHIFT	300185	11/10/2016	INTERNET SERVICE FY16-17 - N...	100-550-64900.000	16.24
SALINAS VALLEY SOLID WASTE ...	300189	11/10/2016	OCTOBER 2016	100-191-64400.000	45,401.26

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
iTEDIUM, INC.	300169	11/10/2016	NOVEMBER 2016	100-22320	41.95
ANTHEM - BLUE CROSS	300150	11/10/2016	DECEMBER 2016	100-22320	43,135.53
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	100-110-52510.000	11.00
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	100-170-52510.000	5.50
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	100-190-52510.000	11.00
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	100-215-52510.000	11.00
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	100-310-52510.000	5.50
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	100-601-52510.000	5.50
HDL COREN & CONE	300167	11/10/2016	OCTOBER - DECEMBER 2016	100-190-63300.000	1,800.00
SONIAN, INC.	300191	11/10/2016	NOVEMBER 2016	100-125-63200.000	198.00
SEIU 521	300149	11/03/2016	Union Dues	100-22420	133.92
STATE STREET BANK & TRUST C...	DFT0002112	11/04/2016	Deferred Compensation Loan P...	100-22435	120.34
STATE STREET BANK & TRUST C...	DFT0002113	11/04/2016	Defer Comp-GPOA	100-22430	450.00
STATE STREET BANK & TRUST C...	DFT0002114	11/04/2016	Defer Comp-GPSA	100-22430	500.00
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	100-22430	394.90
STATE STREET BANK & TRUST C...	DFT0002116	11/04/2016	Defer Comp-Mid Management	100-22430	50.00
STATE STREET BANK & TRUST C...	DFT0002117	11/04/2016	Defer Comp-Misc Employees	100-22430	71.50
G P O A	300147	11/03/2016	GPOA DUES	100-22410	200.00
CITY OF GREENFIELD	300146	11/03/2016	Misc Withholding	100-22490	60.00
GREENFIELD POLICE SUPERVIS...	300148	11/03/2016	GPSA DUES	100-22415	150.00
CITY OF GREENFIELD	300145	11/03/2016	Weapon Repay	100-26001	100.00
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	100-22225	473.97
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	100-22215	1,986.90
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	100-22215	8,155.10
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	100-22220	2,915.05
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	100-22210	8,806.18
CHEVRON, U.S.A.	300154	11/10/2016	GASOLINE - PD	100-215-66100.000	95.46
MEYERS, NAVE, RIBACK, SILVER	300170	11/10/2016	PROFESSIONAL SERVICES	100-150-63100.000	382.20
MEYERS, NAVE, RIBACK, SILVER	300170	11/10/2016	INTERIM CITY ATTORNEY SERVI...	100-150-63100.000	1,343.66
VISION TECHNOLOGY SOLUTIO...	300206	11/10/2016	NOVEMBER 2016	100-125-64900.000	266.69
				Fund 100 - GENERAL FUND Total:	**613,798.11**
Fund: 200 - SUPPLEMENTAL LAW ENFORCEMENT					
VieVu	300205	11/10/2016	BODY WORN VIDEO CAMERA	200-205-66300.321	340.43
				Fund 200 - SUPPLEMENTAL LAW ENFORCEMENT Total:	**340.43**
Fund: 213 - PARKS					
MNS ENGINEERS, INC.	300173	11/10/2016	COMMUNITY PARK	213-905-87513.000	17,532.50
STOCKBRIDGE GENERAL CONTR...	300136	10/28/2016	GREENFIELD COMMUNITY PARK..	213-905-87513.000	188,873.83
PACIFIC COAST LAND DESIGN, I...	300179	11/10/2016	TASK 10 - CONSTRUCTION ADM...	213-905-87513.000	9,138.75
RANEY PLANNING AND MANAG...	300184	11/10/2016	Prop 84-PW Base Services	213-905-87513.000	720.00
RANEY PLANNING AND MANAG...	300184	11/10/2016	Prop 84-PW Reimbursable Expe...	213-905-87513.000	126.13
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	213-22430	8.45
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	213-22225	1.93
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	213-22215	6.22
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	213-22215	26.60
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	213-22220	11.34
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	213-22210	29.90
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	213-22430	19.67
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	213-22225	1.98
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	213-22215	6.38
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	213-22215	27.30
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	213-22220	12.50
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	213-22210	35.48
				Fund 213 - PARKS Total:	**216,578.96**
Fund: 215 - CDBG Fund					
MNS ENGINEERS, INC.	300173	11/10/2016	WWTP AERATORS CONSTRUCT...	215-950-85515.432	12,792.50
WALLACE GROUP	300143	10/28/2016	WASTERWATER & STORMWAT...	215-950-85515.432	1,455.50
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	215-22430	16.26
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	215-22225	3.03
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	215-22215	9.78

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	215-22215	41.76
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	215-22220	18.28
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	215-22210	49.63
MICHAEL BAKER INTERNATION...	300171	11/10/2016	ADMIN SERVICES CDBG	215-501-68500.431	5,187.27
CUSHMAN CONTRACTING COR...	300160	11/10/2016	Wastewater Treatment Plant A...	215-950-85515.432	189,715.24
CUSHMAN CONTRACTING COR...	300161	11/10/2016	Wastewater Treatment Plant A...	215-950-85515.432	9,985.01
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	215-22430	24.07
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	215-22225	2.42
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	215-22215	7.80
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	215-22215	33.36
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	215-22220	15.28
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	215-22210	43.38
				Fund 215 - CDBG Fund Total:	**219,400.57**
Fund: 220 - Supplemental Transactions & Use Tax Fund (V & W)					
U.S. BANK	300087	10/27/2016	MEDICAL EXAM FOR OFFICER	220-215-68100.192	750.00
EMERGENCY VEHICLE SPECIALIS...	300105	10/28/2016	EQUIPMENT INSTALLATION - PD..	220-215-71400.000	966.63
STATE OF CA DEPT. OF JUSTICE	300085	10/27/2016	FINGERPRINTS	220-215-68100.000	32.00
STATE STREET BANK & TRUST C...	DFT0002098	10/21/2016	Defer Comp-GPOA	220-22430	400.00
DEPT OF CHILD SUPPORT SERVI...	DFT0002103	10/21/2016	Misc Withholding	220-22450	802.61
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	220-22225	346.87
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	220-22215	1,117.66
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	220-22215	4,779.06
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	220-22220	1,792.26
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	220-22210	5,101.45
STATE OF CALIFORNIA EDD	300194	11/10/2016	UNEMPLOYMENT INSURANCE ...	220-215-52200.000	4,444.00
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	220-215-52510.000	16.50
STATE STREET BANK & TRUST C...	DFT0002113	11/04/2016	Defer Comp-GPOA	220-22430	500.00
DEPT OF CHILD SUPPORT SERVI...	DFT0002118	11/04/2016	Misc Withholding	220-22450	802.61
G P O A	300147	11/03/2016	GPOA DUES	220-22410	500.00
GREENFIELD POLICE SUPERVIS...	300148	11/03/2016	GPSA DUES	220-22415	50.00
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	220-22225	302.00
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	220-22215	973.12
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	220-22215	4,160.86
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	220-22220	1,369.55
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	220-22210	4,042.02
				Fund 220 - Supplemental Transactions & Use Tax Fund (V & W) Total:	**33,249.20**
Fund: 230 - GAS TAX FUND					
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICE	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICE	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	18.00
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	22.50
KING CITY VETERINARY HOSPIT...	300116	10/28/2016	CREMATION SERVICES	230-320-63900.000	40.50
PARTS & SERVICE CENTER	300084	10/27/2016	ANTI FREEZE	230-320-66200.000	2.92
SAN BENITO SUPPLY	300135	10/28/2016	COLD MIX	230-320-65700.000	322.88
PARTS & SERVICE CENTER	300180	11/10/2016	CREDIT DEDUCTED TWICE ON E...	230-320-66300.000	20.56
GREENFIELD TRUE VALUE	300079	10/27/2016	PAINT SUPPLIES	230-320-65700.000	14.31
GREENFIELD TRUE VALUE	300079	10/27/2016	CURB PAINT	230-320-65700.000	65.52
GREENFIELD TRUE VALUE	300079	10/27/2016	SEALANT FOAM	230-320-65700.000	5.79
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-015-030-000 - 781 CHERRY	230-320-68700.000	385.70
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-062-041-000 - 263 PALO V...	230-320-68700.000	271.96
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-153-003-000 - 338 PEPPER ...	230-320-68700.000	271.96
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-521-022-000 - ELM/3RD PE...	230-320-68700.000	288.52
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-021-022-000 - 7TH ST EXTE...	230-320-68700.000	271.88
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-161-021-000 - 210 RENFRO	230-320-68700.000	271.78
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-154-046-000 - 339 PALM A...	230-320-68700.000	285.92
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-244-069-000 - 322 HUTCHI...	230-320-68700.000	272.34

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-252-025-000 - 1201 HICKS	230-320-68700.000	271.96
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-241-010-000 - LARSON LAN...	230-320-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-223-011-000 - 498 CLIFTON	230-320-68700.000	271.96
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-236-012-000 - 490 FRANSC...	230-320-68700.000	272.34
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-191-029-000 - 45 ELMWO...	230-320-68700.000	272.14
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-181-033-000 - 406 CALAVE...	230-320-68700.000	272.04
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-215-009-000 - 216 VINEYA...	230-320-68700.000	272.82
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-281-039-000 - 891 TYLER	230-320-68700.000	272.76
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-291-048-000 - MORRIS PER...	230-320-68700.000	271.90
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-181-013-000 - EMPTY LOT/...	230-320-68700.000	281.12
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-212-012-000 - NW CORNER...	230-320-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-212-011-000 - EMPTY LOT ...	230-320-68700.000	275.92
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-161-045-000 - 202 SAN AN...	230-320-68700.000	271.80
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-181-017-000 - 920 WALNUT	230-320-68700.000	68.36
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-341-053-000 - 786 APRICOT	230-320-68700.000	271.98
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-511-023-000 - 202 SAN AN...	230-320-68700.000	273.24
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-223-045-000 - 409 PRIMAV...	230-320-68700.000	271.88
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-331-040-000 - 1086 HARVE...	230-320-68700.000	284.52
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-212-013-000 - ELM/12TH ST..	230-320-68700.000	271.86
GREEN RUBBER-KENNEDY AG	300111	10/28/2016	STORM DRAIN REPAIR	230-320-65700.000	130.38
U.S. BANK	300087	10/27/2016	SILVERSCRIPT - SEPTEMBER 201...	230-320-52510.000	2.76
GREENFIELD TRUE VALUE	300112	10/28/2016	PLIERS	230-320-65700.000	25.91
CITY OF GREENFIELD	300155	11/10/2016	263 PALO VERDE ST - PERC PO...	230-320-64300.000	0.19
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	230-320-64400.000	115.91
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	230-320-64600.000	18.61
REDSHIFT	300134	10/28/2016	INTERNET SERVICE FY16-17	230-320-64900.000	16.24
GREENFIELD TRUE VALUE	300112	10/28/2016	MARKING PAINT	230-320-65700.000	6.55
PACIFIC GAS & ELECTRIC	300129	10/28/2016	TRAFFIC LIGHTS WALNUT/3RD	230-320-64100.000	106.66
PACIFIC GAS & ELECTRIC	300129	10/28/2016	TRAFFIC LIGHTS ECR/OAK	230-320-64100.000	49.68
PACIFIC GAS & ELECTRIC	300129	10/28/2016	TRAFFIC LIGHTS ECR/TYLER	230-320-64100.000	52.26
PACIFIC GAS & ELECTRIC	300129	10/28/2016	TRAFFIC LIGHTS ECR/ELM	230-320-64100.000	53.57
O'REILLY AUTO PARTS	300127	10/28/2016	7804 - ALTERNATOR	230-320-66200.000	215.50
PACIFIC GAS & ELECTRIC	300129	10/28/2016	STREET LIGHTS HIGH SCHOOL	230-320-64100.000	339.63
PARTS & SERVICE CENTER	300084	10/27/2016	SPECIALIST PENETRANT	230-320-66200.000	13.50
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	230-320-66200.000	57.00
GREEN RUBBER-KENNEDY AG	300165	11/10/2016	2ND & WALNUT PERC POND	230-320-65700.000	70.40
GREEN RUBBER-KENNEDY AG	300165	11/10/2016	PERC POND COUPLING	230-320-65700.000	5.97
R G FABRICATION	300183	11/10/2016	COVER - REPAIR STORM DRAIN	230-320-63700.000	225.00
GREEN RUBBER-KENNEDY AG	300165	11/10/2016	3716 - SPRAYER SUPPLIES	230-320-65700.000	17.05
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	230-22430	26.33
STATE STREET BANK & TRUST C...	DFT0002102	10/21/2016	Defer Comp-Misc Employees	230-22430	47.51
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	230-22225	25.15
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	230-22215	81.02
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	230-22215	346.52
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	230-22220	53.28
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	230-22210	255.60
GREENFIELD TRUE VALUE	300166	11/10/2016	PAINT SUPPLIES	230-320-65700.000	12.95
GREENFIELD TRUE VALUE	300166	11/10/2016	STOP SIGN BOLTS	230-320-65700.000	18.33
CITY OF GREENFIELD	300155	11/10/2016	263 PALO VERDE ST - PERC PO...	230-320-64300.000	0.17
CITY OF GREENFIELD	300155	11/10/2016	1245 APPLE AVE - PERC POND	230-320-64300.000	0.10
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	230-320-64400.000	115.91
REDSHIFT	300185	11/10/2016	INTERNET SERVICE FY16-17 - N...	230-320-64900.000	16.24
SEIU 521	300149	11/03/2016	Union Dues	230-22420	32.42
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	230-22430	35.32
STATE STREET BANK & TRUST C...	DFT0002117	11/04/2016	Defer Comp-Misc Employees	230-22430	47.50
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	230-22225	26.32
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	230-22215	84.82
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	230-22215	362.60
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	230-22220	54.21

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	230-22210	274.85
				Fund 230 - GAS TAX FUND Total:	**11,373.28**
Fund: 240 - LOCAL TRANSPORTATION FUND					
MNS ENGINEERS, INC.	300173	11/10/2016	ATP GRANT SIDEWALKS PROECT	240-903-89505.491	8,102.50
MNS ENGINEERS, INC.	300173	11/10/2016	PAVEMENT MAINTENANCE	240-903-83510.000	27,181.44
				Fund 240 - LOCAL TRANSPORTATION FUND Total:	**35,283.94**
Fund: 263 - LLM #1 - LEXINGTON					
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-191-046-000 - 54 DON VIC...	263-360-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-153-074-000 - 326 WILSON...	263-360-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-153-075-000 - 326 WILSON...	263-360-68700.000	271.86
CITY OF GREENFIELD	300155	11/10/2016	324 WILSON CIRCLE	263-360-64300.000	8.42
CITY OF GREENFIELD	300155	11/10/2016	326 WILSON CIRCLE	263-360-64300.000	104.18
CITY OF GREENFIELD	300155	11/10/2016	0000 GIANOLINI PARKWAY	263-360-64300.000	106.76
PACIFIC GAS & ELECTRIC	300129	10/28/2016	LLMD LEXINGTON	263-360-64100.000	139.74
PACIFIC GAS & ELECTRIC	300129	10/28/2016	VINEYARD GREEN	263-360-64100.000	80.21
PACIFIC GAS & ELECTRIC	300129	10/28/2016	LLMD MARIPOSA	263-360-64100.000	82.27
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	MARIPOSA PLACE	263-360-63700.000	636.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	LEXINGTON SQUARE	263-360-63700.000	1,535.00
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	263-22430	1.46
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	263-22225	0.32
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	263-22215	1.04
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	263-22215	4.44
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	263-22220	1.47
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	263-22210	4.63
CITY OF GREENFIELD	300155	11/10/2016	326 WILSON CIRCLE	263-360-64300.000	86.96
CITY OF GREENFIELD	300155	11/10/2016	0000 GIANOLINI PARKWAY	263-360-64300.000	95.84
CITY OF GREENFIELD	300155	11/10/2016	324 WILSON CIRCLE	263-360-64300.000	7.24
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	263-22430	1.96
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	263-22225	0.33
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	263-22215	1.06
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	263-22215	4.50
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	263-22220	1.52
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	263-22210	4.69
				Fund 263 - LLM #1 - LEXINGTON Total:	**3,725.62**
Fund: 264 - LLM #2 - TERRA VERDE, ETC					
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-401-083-000 - VAZQUEZ/...	264-360-68700.000	271.92
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-401-084-000 - TYLER/TENE...	264-360-68700.000	271.94
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-401-011-000 - ST CHRISTO...	264-360-68700.000	286.02
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-100-000 - WALKER/EL...	264-360-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-101-000 - ELM/WALKE...	264-360-68700.000	135.93
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-083-000 - 200 RAVA	264-360-68700.000	142.84
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-107-000 - HUERTA/TYL...	264-360-68700.000	135.99
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-079-000 - 98 S. ECR	264-360-68700.000	294.80
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-081-000 - 647 ST. CHRI...	264-360-68700.000	144.20
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-371-105-000 - 207 TUSCANY	264-360-68700.000	291.48
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-381-097-000 - 246 BORZINI	264-360-68700.000	89.76
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-401-081-000 - ST MATTHE...	264-360-68700.000	272.32
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-401-082-000 - MORENO/ST...	264-360-68700.000	272.00
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-351-083-000 - 200 RAVA	264-360-68700.000	275.94
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-082-000 - TRADITIONS...	264-360-68700.000	143.49
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-085-000 - ST. CHARLES	264-360-68700.000	82.53
CITY OF GREENFIELD	300155	11/10/2016	385 THORP AVE	264-360-64300.000	104.22
CITY OF GREENFIELD	300155	11/10/2016	355 THROP AVENUE-TREE LINE	264-360-64300.000	19.50
CITY OF GREENFIELD	300155	11/10/2016	200 RAVA PARKWAY PARK	264-360-64300.000	492.78
CITY OF GREENFIELD	300155	11/10/2016	20 WALKER LANE ISLAND	264-360-64300.000	44.28
CITY OF GREENFIELD	300155	11/10/2016	634 ST CHRISTOPHER LANE	264-360-64300.000	202.73
CITY OF GREENFIELD	300155	11/10/2016	235 THORP/WALNUT TREE LINE	264-360-64300.000	60.54
CITY OF GREENFIELD	300155	11/10/2016	632 VAZQUEZ AVENUE	264-360-64300.000	38.04
CITY OF GREENFIELD	300155	11/10/2016	300 LAS MANZANITAS DRIVE	264-360-64300.000	17.55

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
CITY OF GREENFIELD	300155	11/10/2016	246 BORZINI CIRCLE	264-360-64300.000	283.53
CITY OF GREENFIELD	300155	11/10/2016	98 S EL CAMINO REAL/PARK	264-360-64300.000	447.78
CITY OF GREENFIELD	300155	11/10/2016	317 MORENO STREET	264-360-64300.000	42.46
CITY OF GREENFIELD	300155	11/10/2016	18 S EL CAMINO REAL-MEDIAN	264-360-64300.000	45.07
CITY OF GREENFIELD	300155	11/10/2016	207 TUSCANY AVENUE PARK	264-360-64300.000	1.60
AT&T MOBILITY	300097	10/28/2016	CODE BLUE PARK	264-360-64500.000	11.40
PACIFIC GAS & ELECTRIC	300129	10/28/2016	ST. CHRISTOPHER PARK	264-360-64100.000	48.01
PACIFIC GAS & ELECTRIC	300129	10/28/2016	HUERTA RESIDENTIAL/VAZQUEZ..	264-360-64100.000	148.82
PACIFIC GAS & ELECTRIC	300129	10/28/2016	ST. CHARLES COMMERCIAL AREA	264-360-64100.000	275.46
PACIFIC GAS & ELECTRIC	300129	10/28/2016	LLMD LAS MANZANITAS	264-360-64100.000	32.71
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	TERRE VERDE	264-360-63700.000	1,550.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	ST CHRISTOPHER PARK	264-360-63700.000	999.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	LA VINA	264-360-63700.000	3,160.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	ST CHARLES GAZEBO	264-360-63700.000	1,030.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	OCTOBER 2016 EXTRAS	264-360-63700.000	662.14
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	ST CHARLES STREETSCAPE AND ...	264-360-63700.000	2,330.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	BAROLLO PARK	264-360-63700.000	180.00
SMITH & ENRIGHT LANDSCAPI...	300190	11/10/2016	TRADITIONS	264-360-63700.000	2,875.00
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	264-22430	1.46
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	264-22225	0.32
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	264-22215	1.04
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	264-22215	4.44
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	264-22220	1.47
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	264-22210	4.63
CITY OF GREENFIELD	300155	11/10/2016	385 THORP AVE	264-360-64300.000	47.18
CITY OF GREENFIELD	300155	11/10/2016	207 TUSCANY AVENUE PARK	264-360-64300.000	68.90
CITY OF GREENFIELD	300155	11/10/2016	235 THORP/WALNUT TREE LINE	264-360-64300.000	23.27
CITY OF GREENFIELD	300155	11/10/2016	634 ST CHRISTOPHER LANE	264-360-64300.000	148.89
CITY OF GREENFIELD	300155	11/10/2016	355 THORP AVENUE - TREE LINE	264-360-64300.000	7.30
CITY OF GREENFIELD	300155	11/10/2016	98 S EL CAMINO REAL/PARK	264-360-64300.000	368.14
CITY OF GREENFIELD	300155	11/10/2016	200 RAVA PARKWAY PARK	264-360-64300.000	394.65
CITY OF GREENFIELD	300155	11/10/2016	317 MORENO STREET	264-360-64300.000	31.04
CITY OF GREENFIELD	300155	11/10/2016	20 WALKER LANE ISLAND	264-360-64300.000	58.99
CITY OF GREENFIELD	300155	11/10/2016	632 VAZQUEZ AVENUE	264-360-64300.000	34.50
CITY OF GREENFIELD	300155	11/10/2016	18 S EL CAMINO REAL-MEDIAN	264-360-64300.000	36.84
CITY OF GREENFIELD	300155	11/10/2016	300 LAS MANZANITAS DRIVE	264-360-64300.000	18.95
CITY OF GREENFIELD	300155	11/10/2016	246 BORZINI CIRCLE	264-360-64300.000	227.33
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	264-22430	1.96
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	264-22225	0.33
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	264-22215	1.06
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	264-22215	4.50
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	264-22220	1.52
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	264-22210	4.69
				Fund 264 - LLM #2 - TERRA VERDE, ETC Total:	**19,979.04**
Fund: 265 - SMD #1					
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-081-000 - 647 ST. CHRI...	265-360-68700.000	144.20
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-381-099-000 - NINO PERC ...	265-360-68700.000	89.76
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-371-104-000 - 2ND ST PERC...	265-360-68700.000	313.12
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-082-000 - TRADITIONS...	265-360-68700.000	143.49
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-351-081-000 - TRADITIONS...	265-360-68700.000	275.94
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-351-082-000 - TRADITIONS...	265-360-68700.000	275.94
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-381-098-000 - NINO/VINEY...	265-360-68700.000	89.76
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-153-012-000 - 349 LAS MA...	265-360-68700.000	271.90
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-101-000 - ELM/WALKE...	265-360-68700.000	135.93
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-107-000 - HUERTA/TYL...	265-360-68700.000	135.99
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-085-000 - ST. CHARLES	265-360-68700.000	192.57
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-391-083-000 - 200 RAVA	265-360-68700.000	142.84
PACIFIC GAS & ELECTRIC	300129	10/28/2016	LLMD LAS MANZANITAS	265-360-64100.000	9.81
STATE STREET BANK & TRUST C...	DFT0002102	10/21/2016	Defer Comp-Misc Employees	265-22430	3.00
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	265-22225	0.95

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	265-22215	3.06
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	265-22215	13.12
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	265-22220	1.00
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	265-22210	6.22
SEIU 521	300149	11/03/2016	Union Dues	265-22420	1.73
STATE STREET BANK & TRUST C...	DFT0002117	11/04/2016	Defer Comp-Misc Employees	265-22430	3.00
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	265-22225	1.18
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	265-22215	3.78
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	265-22215	16.20
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	265-22220	1.58
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	265-22210	9.93
				Fund 265 - SMD #1 Total:	**2,286.00**
Fund: 266 - SMD #2					
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-191-047-000 - 79 DON VIC...	266-360-68700.000	272.00
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-223-111-000 - SPARK PERC ...	266-360-68700.000	271.82
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-153-073-000 - MARIPOSA P...	266-360-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-224-059-000 - 1276 SPARKS..	266-360-68700.000	308.02
STATE STREET BANK & TRUST C...	DFT0002102	10/21/2016	Defer Comp-Misc Employees	266-22430	3.00
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	266-22225	0.95
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	266-22215	3.06
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	266-22215	13.12
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	266-22220	1.01
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	266-22210	6.22
SEIU 521	300149	11/03/2016	Union Dues	266-22420	1.70
STATE STREET BANK & TRUST C...	DFT0002117	11/04/2016	Defer Comp-Misc Employees	266-22430	3.00
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	266-22225	1.16
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	266-22215	3.78
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	266-22215	16.16
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	266-22220	1.58
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	266-22210	9.95
				Fund 266 - SMD #2 Total:	**1,188.39**
Fund: 291 - HOME GRANT					
RANEY PLANNING AND MANAG...	300133	10/28/2016	Terracina Oaks II-PW Reimburs...	291-610-63900.000	1.05
RANEY PLANNING AND MANAG...	300133	10/28/2016	Terracina Oaks II-PW Base Servi...	291-610-63900.000	1,500.00
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	291-22430	11.57
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	291-22225	2.37
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	291-22215	7.64
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	291-22215	32.66
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	291-22220	14.11
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	291-22210	37.80
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	291-22430	4.38
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	291-22225	0.44
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	291-22215	1.42
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	291-22215	6.06
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	291-22220	2.78
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	291-22210	7.89
				Fund 291 - HOME GRANT Total:	**1,630.17**
Fund: 297 - GREENFIELD SCIENCE WORKSHOP					
GREENFIELD TRUE VALUE	300079	10/27/2016	SCIENCE WORKSHOP - WHITE C...	297-597-65500.000	1.07
GREENFIELD TRUE VALUE	300079	10/27/2016	SCIENCE WORKSHOP - BOLTS F...	297-597-65500.000	1.07
GREENFIELD TRUE VALUE	300079	10/27/2016	SCIENCE WORKSHOP - PVC ADA...	297-597-65500.000	1.07
GREENFIELD TRUE VALUE	300079	10/27/2016	SCIENCE WORKSHOP - TEFLON/...	297-597-65500.000	1.63
PARTS & SERVICE CENTER	300084	10/27/2016	7201 - OIL FILTER	297-597-66200.000	33.18
GREENFIELD TRUE VALUE	300079	10/27/2016	SCIENCE WORKSHOP - PVC ADA...	297-597-65500.000	1.29
GREENFIELD TRUE VALUE	300079	10/27/2016	SCIENCE WORKSHOP - BIKE PAI...	297-597-65500.000	5.24
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-103-001-000 - 45 ECR	297-597-68700.000	380.64
U.S. BANK	300087	10/27/2016	LITTLE CAESARS - GARDEN WO...	297-597-65500.000	28.14
U.S. BANK	300087	10/27/2016	COSTCO - TABLE FOR SCHOOL P...	297-597-65500.000	54.55
U.S. BANK	300087	10/27/2016	EBAY - DRONE PARTS	297-597-65500.000	7.36

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
U.S. BANK	300087	10/27/2016	EBAY - DRONE PARTS	297-597-65500.000	290.00
U.S. BANK	300087	10/27/2016	PAYPAY - DRONE PARTS	297-597-65500.000	1,276.09
U.S. BANK	300087	10/27/2016	EBAY - DRONE PARTS	297-597-65500.000	50.00
U.S. BANK	300087	10/27/2016	EBAY - DRONE PARTS	297-597-65500.000	20.71
U.S. BANK	300087	10/27/2016	PAYPAL - DRONE PARTS	297-597-65500.000	219.73
U.S. BANK	300087	10/27/2016	PAYPAL - DRONE PARTS	297-597-65500.000	279.90
U.S. BANK	300087	10/27/2016	EBAY - DRONE PARTS	297-597-65500.000	233.90
U.S. BANK	300087	10/27/2016	PAYPAL - DRONE PARTS	297-597-65500.000	145.89
U.S. BANK	300087	10/27/2016	INNER TUBES FOR WORKSHOP B..	297-597-65500.000	21.80
U.S. BANK	300087	10/27/2016	NILES BIOLOGICAL, INC. - DISSE...	297-597-65500.000	36.84
U.S. BANK	300087	10/27/2016	GOODWILL - SOAP DISPENSERS	297-597-65500.000	7.38
U.S. BANK	300087	10/27/2016	AMAZON - BIKE CHAIN TOOL	297-597-65500.000	19.98
U.S. BANK	300087	10/27/2016	HARBOR FREIGHT TOOLS - WEL...	297-597-65500.000	196.41
U.S. BANK	300087	10/27/2016	SMART&FINAL - BALLOONS FOR...	297-597-65500.000	18.96
U.S. BANK	300087	10/27/2016	RETURNED WELDING JACKET	297-597-65500.000	-29.53
U.S. BANK	300087	10/27/2016	AMAZON - FISH FOOD	297-597-65500.000	37.61
U.S. BANK	300087	10/27/2016	LITTLE CAESARS - GARDEN WO...	297-597-65500.000	27.05
U.S. BANK	300087	10/27/2016	FASTRIP - ICE FOR CHICKEN FEET	297-597-65500.000	2.94
U.S. BANK	300087	10/27/2016	FREIGHT TOOLS - BATTERIES FO...	297-597-65500.000	27.25
U.S. BANK	300087	10/27/2016	SMART&FINAL - NAPKINS	297-597-65500.000	8.72
U.S. BANK	300087	10/27/2016	SMART&FINAL - GLOVES FOR DI...	297-597-65500.000	17.45
U.S. BANK	300087	10/27/2016	LITTLE CAESARS - GARDEN WO...	297-597-65500.000	27.05
U.S. BANK	300087	10/27/2016	RANCHO - CHICKEN FEET FOR D...	297-597-65500.000	2.11
U.S. BANK	300087	10/27/2016	AMAZON - WELDING MACHINE...	297-597-65500.000	25.18
U.S. BANK	300087	10/27/2016	FREIGHT TOOLS - DIP BLACK PL...	297-597-65500.000	9.81
U.S. BANK	300087	10/27/2016	SANTA FE - CHICKEN FEET FOR D..	297-597-65500.000	5.66
U.S. BANK	300087	10/27/2016	SANTA FE - CHICKEN FEET FOR D..	297-597-65500.000	7.77
U.S. BANK	300087	10/27/2016	FASTRIP - ICE FOR COOLER (UC ...	297-597-65500.000	6.00
U.S. BANK	300087	10/27/2016	AMERICAN SCIENCE - DISSECTI...	297-597-65500.000	70.35
U.S. BANK	300087	10/27/2016	EBAY - DRONE PARTS	297-597-65500.000	250.00
U.S. BANK	300087	10/27/2016	UC BERKELY TRIP - CHAPERONE'...	297-597-65500.000	31.98
U.S. BANK	300087	10/27/2016	99c ONLY STORES - DISSECTION...	297-597-65500.000	4.37
U.S. BANK	300087	10/27/2016	DOLLAR TREE - AIR PUMP FOR ...	297-597-65500.000	1.09
U.S. BANK	300087	10/27/2016	SMART&FINAL - GLOVES FOR DI...	297-597-65500.000	17.45
U.S. BANK	300087	10/27/2016	MI PUEBLO - CHICKEN FEET FOR...	297-597-65500.000	1.86
U.S. BANK	300087	10/27/2016	AIR FILTER CONTROL - BUILDING..	297-597-65900.000	5.36
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	WD-40 FOR BIKES & BIKE PAINT	297-597-65500.000	56.68
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	BLADES FOR DISSECTION	297-597-65500.000	15.43
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	RETURNED PVC	297-597-65500.000	-46.99
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	VALVE & PVC GLUE FOR T-SHIRT..	297-597-65500.000	38.15
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	DRILL FOR SCHOOL PROGRAM	297-597-65500.000	259.75
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	VAVLE - T-SHIRT CANNON	297-597-65500.000	28.23
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	HOSES FOR GARDEN	297-597-65500.000	93.32
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	SAW BLADE & PLIERS	297-597-65500.000	22.23
HOME DEPOT CREDIT SERVICES	300114	10/28/2016	BUILDING FILTERS	297-597-65900.000	5.82
CITY OF GREENFIELD	300155	11/10/2016	45 EL CAMINO REAL	297-597-64300.000	35.99
CITY OF GREENFIELD	300155	11/10/2016	45 EL CAMINO REAL	297-597-64400.000	64.52
PINNACLE HEALTHCARE	300131	10/28/2016	4929921-7/ROSALINDA VALEN...	297-597-68100.000	115.00
GREENFIELD TRUE VALUE	300166	11/10/2016	SHOP CLEANING SUPPLIES	297-597-65500.000	5.08
REDSHIFT	300134	10/28/2016	INTERNET SERVICE FY16-17	297-597-64900.000	99.99
GREENFIELD TRUE VALUE	300166	11/10/2016	SCIENCE WORKSHOP - WASHERS	297-597-65500.000	7.43
PINNACLE HEALTHCARE	300181	11/10/2016	4957681-7/J. ACEVEDO - EMPL...	297-597-68100.000	115.00
PINNACLE HEALTHCARE	300181	11/10/2016	4957691-7/E. LARA - EMPLOYM...	297-597-68100.000	115.00
PINNACLE HEALTHCARE	300181	11/10/2016	4961631-7/C. CHAVEZ - EMPLO...	297-597-68100.000	115.00
PINNACLE HEALTHCARE	300181	11/10/2016	4961651-7	297-597-68100.000	115.00
PINNACLE HEALTHCARE	300181	11/10/2016	4969271-7/M. ZAVALA - EMPL...	297-597-68100.000	115.00
PINNACLE HEALTHCARE	300181	11/10/2016	4973371-7/A. CARDOZA - EMP...	297-597-68100.000	170.00
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	297-597-66200.000	19.00
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	297-22225	33.12
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	297-22215	106.72

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	297-22215	456.32
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	297-22220	61.27
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	297-22210	289.12
ALL SAFE INTEGRATED SYSTEMS	300091	10/28/2016	QUARTERLY ALARM MONITORI...	297-597-63900.000	72.00
CITY OF GREENFIELD	300155	11/10/2016	45 EL CAMINO REAL	297-597-64300.000	36.01
CITY OF GREENFIELD	300155	11/10/2016	45 EL CAMINO REAL	297-597-64400.000	64.52
REDSHIFT	300185	11/10/2016	INTERNET SERVICE FY16-17 - N...	297-597-64900.000	99.99
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	297-22225	52.68
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	297-22215	169.78
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	297-22215	725.92
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	297-22220	51.53
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	297-22210	266.37
			Fund 297 - GREENFIELD SCIENCE WORKSHOP Total:		**7,940.34**
Fund: 390 - CAPITAL PROJECTS FUND					
MNS ENGINEERS, INC.	300173	11/10/2016	PD HOLDING CELL IMPROVEME...	390-902-89605.000	4,100.00
			Fund 390 - CAPITAL PROJECTS FUND Total:		**4,100.00**
Fund: 503 - SEWER FUND					
PARTS & SERVICE CENTER	300084	10/27/2016	ANTI FREEZE	503-330-66200.000	2.91
R G FABRICATION	300132	10/28/2016	ANGER BOLTS	503-335-66400.000	14.74
PARTS & SERVICE CENTER	300084	10/27/2016	7716 - GENERATOR FILTERS	503-330-66200.000	70.57
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-031-013-000 - 40901 WAL...	503-330-68700.000	4,266.78
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-031-005-000 - 40901 WAL...	503-330-68700.000	1,468.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-181-017-000 - 920 WALNUT	503-330-68700.000	68.36
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-204-004-000 - VINEYARD LS	503-333-68700.000	271.86
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-013-020-000 - REED L	503-333-68700.000	271.86
GREENFIELD TRUE VALUE	300079	10/27/2016	ANGER SUPPLIES	503-335-65700.000	13.07
PACIFIC COAST BATTERY SERVI...	300128	10/28/2016	4 CORE CREDIT	503-330-66200.000	-11.84
U.S. BANK	300087	10/27/2016	SILVERSCRIPT - SEPTEMBER 201...	503-330-52510.000	4.60
U.S. BANK	300087	10/27/2016	GAVILAN COLLEGE - W/WW CO...	503-330-67200.000	83.50
U.S. BANK	300087	10/27/2016	GAVILAN COLLEGE - W/WW CO...	503-330-67200.000	83.50
U.S. BANK	300087	10/27/2016	BOOK - SIMPLIFIED PROCEDURE...	503-330-67600.000	70.50
U.S. BANK	300087	10/27/2016	WALMART - BOOK FOR WATER...	503-330-67600.000	140.94
PARTS & SERVICE CENTER	300084	10/27/2016	7716 - GENERATOR FILTERS	503-330-66300.000	43.20
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	503-330-64300.000	46.88
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	503-330-64400.000	115.91
ALVES TRACTOR SERVICE	300092	10/28/2016	GREEN WASTE DISPOSAL CLEA...	503-335-63800.000	1,775.00
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	503-330-64600.000	73.20
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	503-330-64900.000	19.00
REDSHIFT	300134	10/28/2016	INTERNET SERVICE FY16-17	503-330-64900.000	36.21
HACH COMPANY	300113	10/28/2016	BUFFER SOLUTION	503-335-65700.000	26.58
GREENFIELD TRUE VALUE	300112	10/28/2016	CLAMPS	503-335-65700.000	9.81
PARTS & SERVICE CENTER	300084	10/27/2016	SPECIALIST PENETRANT	503-330-66200.000	13.50
PARTS & SERVICE CENTER	300180	11/10/2016	SEWER PLANT DOOR KEY	503-335-65900.000	13.13
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	503-330-66200.000	19.00
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	503-22430	43.88
STATE STREET BANK & TRUST C...	DFT0002101	10/21/2016	Defer Comp-Mid Management	503-22430	32.98
STATE STREET BANK & TRUST C...	DFT0002102	10/21/2016	Defer Comp-Misc Employees	503-22430	90.54
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	503-22225	92.43
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	503-22215	297.76
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	503-22215	1,273.10
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	503-22220	255.95
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	503-22210	1,055.84
PARTS & SERVICE CENTER	300130	10/28/2016	FUNNEL	503-335-65700.000	1.20
GREENFIELD TRUE VALUE	300166	11/10/2016	GLOVES	503-333-65700.000	17.70
GREENFIELD TRUE VALUE	300166	11/10/2016	TIES FOR SEWER REPAIR	503-333-65700.000	7.32
GREENFIELD TRUE VALUE	300166	11/10/2016	TIES FOR SEWER REPAIR	503-333-65700.000	12.01
GREENFIELD TRUE VALUE	300166	11/10/2016	CABLE TIES	503-333-65700.000	12.01
PG&E CFM/PPC DEPARTMENT	DFT0002125	10/31/2016	GAS/ELECTRIC - EAST END OF ...	503-950-89620.000	3,822.26
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	503-330-64300.000	47.95
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	503-330-64400.000	115.91

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES	300201	11/10/2016	OUTPUT DIRECTOR MAINTENA...	503-191-63300.000	416.74
TYLER TECHNOLOGIES	300201	11/10/2016	UTILITY BILLING ONLINE COMP...	503-191-63300.000	37.50
REDSHIFT	300185	11/10/2016	INTERNET SERVICE FY16-17 - N...	503-330-64900.000	36.21
GREENFIELD TRUE VALUE	300166	11/10/2016	SEWER SUPPLIES	503-333-65700.000	4.01
STATE WATER RESOURCES CON...	300195	11/10/2016	WASTE WATER TREATMENT OP...	503-333-67400.000	170.00
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	503-191-52510.000	2.75
SEIU 521	300149	11/03/2016	Union Dues	503-22420	104.47
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	503-22430	58.87
STATE STREET BANK & TRUST C...	DFT0002116	11/04/2016	Defer Comp-Mid Management	503-22430	66.00
STATE STREET BANK & TRUST C...	DFT0002117	11/04/2016	Defer Comp-Misc Employees	503-22430	90.51
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	503-22225	91.01
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	503-22215	293.20
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	503-22215	1,253.72
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	503-22220	247.95
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	503-22210	1,019.06
				Fund 503 - SEWER FUND Total:	**20,082.47**
Fund: 504 - WATER FUND					
PARTS & SERVICE CENTER	300084	10/27/2016	ANTI FREEZE	504-340-66200.000	2.91
PARTS & SERVICE CENTER	300084	10/27/2016	7912 - TAPE	504-345-65700.000	8.74
PARTS & SERVICE CENTER	300084	10/27/2016	GENERATOR FILTERS	504-340-66300.000	-20.56
GREENFIELD TRUE VALUE	300112	10/28/2016	CEMENT	504-345-65700.000	112.49
PARTS & SERVICE CENTER	300084	10/27/2016	9800 - GENERATOR FILTERS	504-340-66200.000	169.54
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-181-016-000 - WELL #7	504-340-68700.000	331.44
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-181-017-000 - 920 WALNUT	504-340-68700.000	68.36
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	024-122-013-000 - TOWER TANK	504-340-68700.000	271.90
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-271-014-000 - WELLS 1 & 6	504-340-68700.000	399.90
MONTEREY COUNTY TAX COLLE...	300122	10/28/2016	109-271-008-000 - WELLS 1 & 6	504-340-68700.000	395.06
GREENFIELD TRUE VALUE	300079	10/27/2016	COPPER CUTTER	504-345-65700.000	14.97
GREENFIELD TRUE VALUE	300079	10/27/2016	ON CALL TRUCK SUPPLIES	504-345-65700.000	27.83
PACIFIC COAST BATTERY SERVI...	300128	10/28/2016	4 CORE CREDIT	504-340-66200.000	-11.84
U.S. BANK	300087	10/27/2016	SILVERSCRIPT - SEPTEMBER 201...	504-340-52510.000	4.60
U.S. BANK	300087	10/27/2016	GAVILAN COLLEGE - W/WW CO...	504-340-67200.000	83.50
U.S. BANK	300087	10/27/2016	GAVILAN COLLEGE - W/WW CO...	504-340-67200.000	83.50
U.S. BANK	300087	10/27/2016	BOOK - SIMPLIFIED PROCEDURE...	504-340-67600.000	70.50
U.S. BANK	300087	10/27/2016	WALMART - BOOK FOR WATER...	504-340-67600.000	140.94
PARTS & SERVICE CENTER	300084	10/27/2016	3737 - GENERATOR FILTER	504-340-66300.000	74.92
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	504-340-64400.000	145.67
PARTS & SERVICE CENTER	300084	10/27/2016	3733 - BOLT	504-340-66200.000	3.10
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	504-340-64600.000	73.19
VERIZON WIRELESS	300141	10/28/2016	CELL PHONES - PW	504-340-64900.000	19.01
REDSHIFT	300134	10/28/2016	INTERNET SERVICE FY16-17	504-340-64900.000	36.21
PARTS & SERVICE CENTER	300084	10/27/2016	3733 - SEALANT	504-340-66200.000	3.30
PARTS & SERVICE CENTER	300084	10/27/2016	3733 - BOLT RETUREND	504-340-66200.000	-3.10
GREENFIELD TRUE VALUE	300079	10/27/2016	NIPPLE	504-345-65700.000	7.54
PARTS & SERVICE CENTER	300130	10/28/2016	3737 - TIRE PATCH	504-340-66300.000	7.66
AT&T	300096	10/28/2016	WATER LINES	504-345-64500.000	70.64
PACIFIC GAS & ELECTRIC	300129	10/28/2016	10TH STREET WELL	504-345-64100.000	9,523.27
PACIFIC GAS & ELECTRIC	300129	10/28/2016	13TH/OAK WELL	504-345-64100.000	4,124.97
PACIFIC GAS & ELECTRIC	300129	10/28/2016	13TH/OAK WELL	504-345-64100.000	8.12
PACIFIC COAST BATTERY SERVI...	300128	10/28/2016	7918 - BATTERY	504-340-66200.000	79.59
PARTS & SERVICE CENTER	300084	10/27/2016	SPECIALIST PENETRANT	504-340-66200.000	13.50
VERIZON	300203	11/10/2016	GPS - MONTHLY SERVICE	504-340-66200.000	76.00
PARTS & SERVICE CENTER	300130	10/28/2016	7912 - BALL MOUNT	504-340-66200.000	44.28
PARTS & SERVICE CENTER	300180	11/10/2016	E-17 - MAINT. SUPPLIES	504-340-66300.000	64.44
PARTS & SERVICE CENTER	300130	10/28/2016	7912 - WIRE	504-340-66200.000	16.50
PARTS & SERVICE CENTER	300180	11/10/2016	E-17 - FUEL FILTER	504-340-66300.000	10.89
SWRCB	300197	11/10/2016	LARGE WATER SYSTEM FEES 7/...	504-340-65800.000	3,263.40
PARTS & SERVICE CENTER	300180	11/10/2016	E-17 - AIR FILTER RETURNED	504-340-66300.000	-36.51
GREEN RUBBER-KENNEDY AG	300165	11/10/2016	3RD & APPLE METER REPAIR	504-345-65700.000	103.63
PARTS & SERVICE CENTER	300180	11/10/2016	E-17 - AIR FILTER	504-340-66300.000	52.45

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
STATE STREET BANK & TRUST C...	DFT0002100	10/21/2016	Defer Comp-Management	504-22430	43.87
STATE STREET BANK & TRUST C...	DFT0002101	10/21/2016	Defer Comp-Mid Management	504-22430	17.02
STATE STREET BANK & TRUST C...	DFT0002102	10/21/2016	Defer Comp-Misc Employees	504-22430	54.46
STATE OF CALIFORNIA EDD	DFT0002104	10/21/2016	SDI	504-22225	51.16
Internal Revenue Service	DFT0002105	10/21/2016	Medicare	504-22215	164.90
Internal Revenue Service	DFT0002106	10/21/2016	Social Security	504-22215	705.34
STATE OF CALIFORNIA EDD	DFT0002107	10/21/2016	State Withholding	504-22220	116.79
Internal Revenue Service	DFT0002108	10/21/2016	Federal Tax Withholding	504-22210	533.65
CITY OF GREENFIELD	300155	11/10/2016	920 WALNUT AVE - CORP YARD	504-340-64400.000	145.67
TYLER TECHNOLOGIES	300201	11/10/2016	OUTPUT DIRECTOR MAINTENA...	504-191-63300.000	416.75
TYLER TECHNOLOGIES	300201	11/10/2016	UTILITY BILLING ONLINE COMP...	504-191-63300.000	37.50
REDSHIFT	300185	11/10/2016	INTERNET SERVICE FY16-17 - N...	504-340-64900.000	36.21
BEN-E-LECT	300152	11/10/2016	NOVEMBER 2016	504-191-52510.000	2.75
SEIU 521	300149	11/03/2016	Union Dues	504-22420	55.17
STATE STREET BANK & TRUST C...	DFT0002115	11/04/2016	Defer Comp-Management	504-22430	58.87
STATE STREET BANK & TRUST C...	DFT0002116	11/04/2016	Defer Comp-Mid Management	504-22430	34.00
STATE STREET BANK & TRUST C...	DFT0002117	11/04/2016	Defer Comp-Misc Employees	504-22430	54.49
STATE OF CALIFORNIA EDD	DFT0002119	11/04/2016	SDI	504-22225	50.60
Internal Revenue Service	DFT0002120	11/04/2016	Medicare	504-22215	163.04
Internal Revenue Service	DFT0002121	11/04/2016	Social Security	504-22215	697.20
STATE OF CALIFORNIA EDD	DFT0002122	11/04/2016	State Withholding	504-22220	113.72
Internal Revenue Service	DFT0002123	11/04/2016	Federal Tax Withholding	504-22210	522.09
				Fund 504 - WATER FUND Total:	**24,011.70**
				Grand Total:	**1,214,968.22**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	613,798.11
200 - SUPPLEMENTAL LAW ENFORCEMENT	340.43
213 - PARKS	216,578.96
215 - CDBG Fund	219,400.57
220 - Supplemental Transactions & Use Tax Fund (V & W)	33,249.20
230 - GAS TAX FUND	11,373.28
240 - LOCAL TRANSPORTATION FUND	35,283.94
263 - LLM #1 - LEXINGTON	3,725.62
264 - LLM #2 - TERRA VERDE, ETC	19,979.04
265 - SMD #1	2,286.00
266 - SMD #2	1,188.39
291 - HOME GRANT	1,630.17
297 - GREENFIELD SCIENCE WORKSHOP	7,940.34
390 - CAPITAL PROJECTS FUND	4,100.00
503 - SEWER FUND	20,082.47
504 - WATER FUND	24,011.70
Grand Total:	**1,214,968.22**

Account Summary

Account Number	Account Name	Payment Amount
100-101-63100.000	Administration Services	1,492.00
100-101-65100.000	General Operating Suppli…	60.42
100-101-66200.111	Vehicle Maintenance	19.00
100-101-67100.111	Meetings & Conference -…	25.00
100-101-67300.111	Other Meals & Travel - M…	30.00
100-110-52510.000	Health Insurance	11.00
100-110-61400.000	Office Supplies	33.79
100-110-63100.000	Administration Services	1,225.71
100-110-63900.000	General Services	126.00
100-110-64600.000	Cell Phone Charges	312.17
100-110-65100.000	General Operating Suppli…	152.43
100-110-65300.000	Technology Operating Su…	114.81
100-110-66200.000	Vehicle Maintenance	28.52
100-110-67100.000	Meetings & Conferences	757.00
100-110-67200.000	Other Training	654.94
100-110-68100.000	Recruitment	2,133.96
100-110-68300.000	Memberships	350.00
100-110-68700.000	Property Taxes	271.78
100-111-61200.000	Printing and Copying	629.30
100-111-61400.000	Office Supplies	296.44
100-111-61500.000	Small Office Equipment	41.70
100-111-64100.000	Electricity	2,749.93
100-111-64200.000	Gas Utility	177.04
100-111-64300.000	Water Utility	373.10
100-111-64500.000	Phone Charges	2,358.00
100-111-65100.000	General Operating Suppli…	162.27
100-111-65600.000	Janitorial Supplies	90.34
100-111-65900.000	Building Maintenance Su…	479.67
100-111-66300.000	General Operations Equi…	283.57
100-111-68700.000	Property Taxes	873.12
100-111-72200.000	Minor Building Projects	246.90
100-125-63200.000	Technology Services	9,143.00
100-125-64900.000	Other Utilities	1,449.66
100-125-65300.000	Technology Supplies	3.27
100-150-63100.000	Administration Services	22,813.43
100-170-52510.000	Health Insurance	5.50
100-170-61300.000	Advertising	416.00

Account Summary

Account Number	Account Name	Payment Amount
100-170-67100.000	Meetings & Conferences	475.00
100-170-67300.000	Other Meals and Travel	20.03
100-170-68400.000	Municipal Election Costs	193.31
100-190-52510.000	Health Insurance	11.00
100-190-61400.000	Office Supplies	256.65
100-190-63300.000	Financial Services	2,015.84
100-190-67200.000	Other Training	179.00
100-190-67300.000	Other Meals & Travel	8.89
100-191-64400.000	Waste Disposal	126,943.54
100-201-61100.000	Postage	12.94
100-201-61400.000	Office Supplies	180.53
100-201-63400.000	Police Services	210.87
100-201-64600.000	Cell Phone Charges	118.40
100-201-64900.000	Other Utilities	31.12
100-201-65100.000	General Operating Suppli…	2,633.06
100-201-65200.000	Uniforms/Personnel Equi…	20.44
100-201-65600.000	Janitorial Supplies	258.39
100-201-66100.000	Gasoline & Oil	46.23
100-215-52200.000	Unemployment Insurance	48.00
100-215-52510.000	Health Insurance	11.00
100-215-61100.000	Postage	38.90
100-215-61200.000	Printing and Copying	85.93
100-215-61400.000	Office Supplies	739.27
100-215-63400.000	Police Services	267,442.00
100-215-64500.000	Phone Charges	1,894.65
100-215-64600.000	Cell Phone Charges	1,288.17
100-215-64700.000	Radios	571.25
100-215-64900.000	Other Utilities	15.07
100-215-65200.000	Uniforms/Personnel Equi…	885.43
100-215-65300.000	Technology Supplies	2,188.21
100-215-65400.000	Police Supplies	427.00
100-215-66100.000	Gasoline & Oil	164.90
100-215-66200.000	Vehicle Maintenance	1,186.94
100-215-67100.000	Meetings and Conferences	584.17
100-215-67300.000	Other Meals & Travel	227.20
100-215-68100.000	Recruitment	32.00
100-215-71200.000	Facilities Equipment	247.14
100-22210	Federal Withholding Tax …	18,574.22
100-22215	FICA Payable	21,292.38
100-22220	State Withholding Tax Pa…	6,219.05
100-22225	S.D.I. Payable	1,040.30
100-22320	Medical Benefits Payable	43,177.48
100-22340	Long-Term Disability Paya…	1,168.44
100-22410	G.P.O.A. Union Dues Paya…	200.00
100-22415	G.P.S.A. Union Dues Payab..	150.00
100-22420	S.E.I.U. Union Dues Payab…	133.92
100-22430	Deferred Comp Payable	2,534.61
100-22435	PERS Loan Payable	240.68
100-22490	Miscellaneous Withholding	60.00
100-230-63400.000	Animal Control Services	12,877.50
100-230-64600.000	Cell Phone Charges	82.24
100-230-64900.000	Other Utilities	38.01
100-26001	Suspense Account	146.80
100-310-52510.000	Health Insurance	8.03
100-310-61200.000	Printing and Copying	209.56
100-310-61400.000	Office Supplies	13.10
100-310-65100.000	General Operating Suppli…	20.92
100-310-65200.000	Uniforms/Personnel Equi…	378.08

Account Summary

Account Number	Account Name	Payment Amount
100-310-65300.000	Technology Supplies	119.95
100-310-65600.000	Janitorial Supplies	27.95
100-310-67200.000	Other Training	286.20
100-311-63900.000	General Services	305.00
100-311-65600.000	Janitorial Supplies	11.35
100-311-65700.000	Public Works Supplies	154.34
100-311-65900.000	Building Maintenance Su…	27.96
100-311-66200.000	Vehicle Maintenance	323.89
100-311-66300.000	General Operations Equi…	14.13
100-550-52510.000	Health Insurance	0.46
100-550-64100.000	Electricity	9.55
100-550-64300.000	Water Utility	2,571.37
100-550-64400.000	Waste Disposal	231.80
100-550-64600.000	Cell Phone Charges	18.60
100-550-64900.000	Other Utilities	32.48
100-550-65700.000	Public Works Supplies	888.82
100-550-66200.000	Vehicle Maintenance	19.00
100-550-68700.000	Property Taxes	3,913.30
100-551-63500.000	Recreation Services	28,150.00
100-551-63500.211	Arts Center Services	35.56
100-551-63900.000	General Services	120.00
100-551-64300.000	Water Utility	81.41
100-551-64300.211	Water Utility	176.43
100-551-64400.000	Waste Disposal	407.20
100-551-64400.211	Waste Disposal	82.68
100-551-65900.211	Building Maintenance Su…	72.69
100-551-68700.000	Property Taxes	1,831.15
100-590-63900.000	General Services	120.00
100-590-64300.000	Water Utility	174.25
100-590-65900.000	Building Maintenance Su…	16.78
100-590-68700.000	Property Taxes	686.17
100-601-52510.000	Health Insurance	13.55
100-601-63600.000	Community Development…	2,160.34
100-601-64600.000	Cell Phone Charges	46.19
100-601-66200.000	Vehicle Maintenance	19.00
200-205-66300.321	General Operations Equi…	340.43
213-22210	Federal Withholding Tax …	65.38
213-22215	FICA Payable	66.50
213-22220	State Withholding Tax Pa…	23.84
213-22225	S.D.I. Payable	3.91
213-22430	Deferred Comp Payable	28.12
213-905-87513.000	Prop 84 Greenfield Comm…	216,391.21
215-22210	Federal Withholding Tax …	93.01
215-22215	FICA Payable	92.70
215-22220	State Withholding Tax Pa…	33.56
215-22225	S.D.I. Payable	5.45
215-22430	Deferred Comp Payable	40.33
215-501-68500.431	Direct Administration	5,187.27
215-950-85515.432	CDBG Wastewater Treat…	213,948.25
220-215-52200.000	Unemployment Insurance	4,444.00
220-215-52510.000	Health Insurance	16.50
220-215-68100.000	Recruitment	32.00
220-215-68100.192	Recruitment	750.00
220-215-71400.000	Police Equipment	966.63
220-22210	Federal Withholding Tax …	9,143.47
220-22215	FICA Payable	11,030.70
220-22220	State Withholding Tax Pa…	3,161.81
220-22225	S.D.I. Payable	648.87

Account Summary

Account Number	Account Name	Payment Amount
220-22410	G.P.O.A. Union Dues Paya…	500.00
220-22415	G.P.S.A. Union Dues Payab..	50.00
220-22430	Deferred Comp Payable	900.00
220-22450	Wage Garnishments Paya…	1,605.22
230-22210	Federal Withholding Tax …	530.45
230-22215	FICA Payable	874.96
230-22220	State Withholding Tax Pa…	107.49
230-22225	S.D.I. Payable	51.47
230-22420	S.E.I.U. Union Dues Payab…	32.42
230-22430	Deferred Comp Payable	156.66
230-320-52510.000	Health Insurance	2.76
230-320-63700.000	Public Works Services	225.00
230-320-63900.000	General Services	189.00
230-320-64100.000	Electricity	601.80
230-320-64300.000	Water Utility	0.46
230-320-64400.000	Waste Disposal	231.82
230-320-64600.000	Cell Phone Charges	18.61
230-320-64900.000	Other Utilities	32.48
230-320-65700.000	Public Works Supplies	696.04
230-320-66200.000	Vehicle Maintenance	288.92
230-320-66300.000	General Operations Equi…	20.56
230-320-68700.000	Property Taxes	7,312.38
240-903-83510.000	Street Improvement Proje…	27,181.44
240-903-89505.491	Safe Routes to School Pro…	8,102.50
263-22210	Federal Withholding Tax …	9.32
263-22215	FICA Payable	11.04
263-22220	State Withholding Tax Pa…	2.99
263-22225	S.D.I. Payable	0.65
263-22430	Deferred Comp Payable	3.42
263-360-63700.000	Public Works Services	2,171.00
263-360-64100.000	Electricity	302.22
263-360-64300.000	Water Utility	409.40
263-360-68700.000	Property Taxes	815.58
264-22210	Federal Withholding Tax …	9.32
264-22215	FICA Payable	11.04
264-22220	State Withholding Tax Pa…	2.99
264-22225	S.D.I. Payable	0.65
264-22430	Deferred Comp Payable	3.42
264-360-63700.000	Public Works Services	12,786.14
264-360-64100.000	Electricity	505.00
264-360-64300.000	Water Utility	3,266.06
264-360-64500.000	Phone Charges	11.40
264-360-68700.000	Property Taxes	3,383.02
265-22210	Federal Withholding Tax …	16.15
265-22215	FICA Payable	36.16
265-22220	State Withholding Tax Pa…	2.58
265-22225	S.D.I. Payable	2.13
265-22420	S.E.I.U. Union Dues Payab…	1.73
265-22430	Deferred Comp Payable	6.00
265-360-64100.000	Electricity	9.81
265-360-68700.000	Property Taxes	2,211.44
266-22210	Federal Withholding Tax …	16.17
266-22215	FICA Payable	36.12
266-22220	State Withholding Tax Pa…	2.59
266-22225	S.D.I. Payable	2.11
266-22420	S.E.I.U. Union Dues Payab…	1.70
266-22430	Deferred Comp Payable	6.00
266-360-68700.000	Property Taxes	1,123.70

Account Summary

Account Number	Account Name	Payment Amount
291-22210	Federal Withholding Tax …	45.69
291-22215	FICA Payable	47.78
291-22220	State Withholding Tax Pa…	16.89
291-22225	S.D.I. Payable	2.81
291-22430	Deferred Comp Payable	15.95
291-610-63900.000	General Services	1,501.05
297-22210	Federal Withholding Tax …	555.49
297-22215	FICA Payable	1,458.74
297-22220	State Withholding Tax Pa…	112.80
297-22225	S.D.I. Payable	85.80
297-597-63900.000	General Services	72.00
297-597-64300.000	Water Utility	72.00
297-597-64400.000	Waste Disposal	129.04
297-597-64900.000	Other Utilities	199.98
297-597-65500.000	Recreation Supplies	3,950.49
297-597-65900.000	Building Maintenance Su…	11.18
297-597-66200.000	Vehicle Maintenance	52.18
297-597-68100.000	Recruitment	860.00
297-597-68700.000	Property Taxes	380.64
390-902-89605.000	Police Department Impro…	4,100.00
503-191-52510.000	Health Insurance	2.75
503-191-63300.000	Utility Billing Financial Ser…	454.24
503-22210	Federal Withholding Tax …	2,074.90
503-22215	FICA Payable	3,117.78
503-22220	State Withholding Tax Pa…	503.90
503-22225	S.D.I. Payable	183.44
503-22420	S.E.I.U. Union Dues Payab…	104.47
503-22430	Deferred Comp Payable	382.78
503-330-52510.000	Health Insurance	4.60
503-330-64300.000	Water Utility	94.83
503-330-64400.000	Waste Disposal	231.82
503-330-64600.000	Cell Phone Charges	73.20
503-330-64900.000	Other Utilities	91.42
503-330-66200.000	Vehicle Maintenance	94.14
503-330-66300.000	General Operations Equi…	43.20
503-330-67200.000	Other Training	167.00
503-330-67600.000	Publications	211.44
503-330-68700.000	Property Taxes	5,804.00
503-333-65700.000	Public Works Supplies	53.05
503-333-67400.000	Certifications	170.00
503-333-68700.000	Property Taxes	543.72
503-335-63800.000	Sewer Treatment Services	1,775.00
503-335-65700.000	Public Works Supplies	50.66
503-335-65900.000	Building Maintenance Su…	13.13
503-335-66400.000	Sewer Operations Eqt Ma…	14.74
503-950-89620.000	Field of Greens Solar Ener…	3,822.26
504-191-52510.000	Health Insurance	2.75
504-191-63300.000	Utility Billing Financial Ser…	454.25
504-22210	Federal Withholding Tax …	1,055.74
504-22215	FICA Payable	1,730.48
504-22220	State Withholding Tax Pa…	230.51
504-22225	S.D.I. Payable	101.76
504-22420	S.E.I.U. Union Dues Payab…	55.17
504-22430	Deferred Comp Payable	262.71
504-340-52510.000	Health Insurance	4.60
504-340-64400.000	Waste Disposal	291.34
504-340-64600.000	Cell Phone Charges	73.19
504-340-64900.000	Other Utilities	91.43

Account Summary

Account Number	Account Name	Payment Amount
504-340-65800.000	Permits & Inspections	3,263.40
504-340-66200.000	Vehicle Maintenance	393.78
504-340-66300.000	General Operations Equi…	153.29
504-340-67200.000	Other Training	167.00
504-340-67600.000	Publications	211.44
504-340-68700.000	Property Taxes	1,466.66
504-345-64100.000	Electricity	13,656.36
504-345-64500.000	Phone Charges	70.64
504-345-65700.000	Water Production Supplies	275.20
	Grand Total:	**1,214,968.22**

Project Account Summary

Project Account Key		Payment Amount
None		1,214,968.22
	Grand Total:	**1,214,968.22**

CITY COUNCIL MINUTES

CITY COUNCIL MEETING OF OCTOBER 25, 2016

CALL TO ORDER

Mayor Huerta called the meeting to order at 6:04 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmember Walker, Torres and Santibañez

ABSENT: None

STAFF: City Manager Perrault, Community Services Director Steinmann, Chief of Police Fresé, City Attorney Lerner, City Clerk Rathbun

GUESTS: Rosie Garcia, Claudia Lazaro, Beatriz Diaz, Yanely Martinez, Maria de Jesus Aguilar, Maria Elosia Arellano, Abel Anguiano, Gloria Lopez, Santiago Vazquez, Gene Johnson, Lina Corralejo, Edgar Munoz, Yolanda Garcia, Robert Ferreira, Mark Putney, Maria Corralejo, Yrma Rendon, Sal Palma, Virginia Johnson, Alejandra Ponce, Michael Tidwell, Steve Gutierrez, Yrma Rendon

INVOCATION

Invocation was by Pastor Earl Clements.

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

AGENDA REVIEW

None.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Robert Ferreira stated that the taxes in Greenfield were too high and the City needed to stop spending money before it went bankrupt. He also stated that the Council needed to notify the medical marijuana businesses that they would go bankrupt as well because once the elections were over they would be not allowing medical marijuana facilities.

Beatriz Diaz stated that the Council should also refrain or silent their cell phones during the meeting. She also stated that harvest festival was great. She wished the council candidates luck and hoped that there would not be any dirty politics.

CONSENT CALENDAR

Mayor Pro-tem Rodriguez asked that the Council pull G-3 for further discussion.

A MOTION by Councilmember Walker, seconded by Councilmember Santibañez to approve the consent items including City of Greenfield Warrants #299789 through #300073 and Bank Drafts #2072 through #2093 in the amount of $1,454,009.67, Minutes of the October 11, 2016 City Council Meeting and adopt **Resolution #2016-92, "A Resolution of the City Council of the City of Greenfield Reinstating Section 8, Management Leave, of Rule 20 – Vacation Leave, to the City of Greenfield Rules and Regulations"**. All favor. Motion carried.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AUTHORIZING A CONFIDENTIAL CLOSED SESSION MINUTE BOOK, DIRECTING THE CITY ATTORNEY TO TAKE MINUTES AND KEEP THE MINUTE BOOK, AND ESTABLISHING OTHER PROCEDURES FOR THE MAINTENANCE AND INSPECTION OF SUCH MINUTES

Mayor Pro-tem Rodriguez asked about the closed session minute book. City Attorney Lerner explained that the minutes would be in the possession of the City Attorney at all times, no one other than the people in closed session could review the minute book and the minutes would be approved in closed session not open session.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to adopt **Resolution #2016-91, "A Resolution of the City Council of the City of Greenfield Authorizing a Confidential Closed Session Minute Book, Directing the City Attorney to Take Minutes and Keep the Minute Book, and Establishing Other Procedures for the Maintenance and Inspection of Such Minutes"**. All in favor. Motion carried.

MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS

Mayor Huerta encouraged everyone to vote on November 8th.

PUBLIC HEARINGS

CONTINUED PUBLIC HEARING AND INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD

APPROVING A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR THE OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL

Staff report was given by Community Services Director Steinmann.

Mark Putney, applicant, explained the project as well as the facility.

There was discussion among the City Council, the applicant and staff.

Mayor Huerta opened the continued public hearing at 6:38 p.m.

Beatriz Diaz, Maria Corralejo and Yrma Rendon spoke in favor the project.

Robert Ferreira spoke against the project.

Mayor Huerta closed the public hearing at 6:46 p.m.

Mayor Huerta spoke regarding the south county hiring component and stated that he would like to get updates regarding this matter.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to read by title only, first reading, of an Ordinance of the City Council of the City of Greenfield Approving a Development Agreement with Golden State Alternative Care, Inc., for the Operation of Medical Marijuana Cultivation and Manufacturing Facilities at 721 El Camino Real. AYES: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Torres and Santibañez. NOES: Councilmember Walker. Motion carried.

CONTINUED PUBLIC HEARING AND INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR THE OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE

Staff report was given by Community Services Director Steinmann.

Sal Palma, applicant, explained the project as well as the facility.

Mayor Huerta opened the continued public hearing at 7:00 p.m.

Beatriz Diaz asked about the water issue and the local jobs. Community Services Director Steinmann explained the water that would be utilized by these facilities as well as the local hiring component.

Robert Ferreira asked if these facilities were going to be recycling their water. Community Services Director Steinmann stated yes and explained the systems that would be in place.

Mayor Huerta closed the public hearing at 7:04 p.m.

A MOTION by Councilmember Torres, seconded by Mayor Pro-tem Rodriguez to read by title only, first reading, of an Ordinance of the City of Greenfield Approving a Development Agreement with Greenfield Organix, Inc., for the Operation of Medical Marijuana Cultivation and Manufacturing Facilities at 900 Cherry Avenue. AYES: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Torres and Santibañez. NOES: Councilmember Walker. Motion carried.

CITY COUNCIL BUSINESS

CONSIDERATION OF ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AFFIRMING THE CITY'S INTENT TO PARTICIPATE IN GOVERNANCE AND FINANCING DISCUSSIONS FOR THE PROPOSED MONTEREY BAY COMMUNITY POWER (MBCP) JOINT POWERS AUTHORITY (JPA)
RESOLUTION #2016-93

Staff report was given by City Manager Perrault.

Virginia Johnson showed a video and gave a power point presentation regarding the proposed Monterey Bay Community Power.

There was discussion among the City Council and Ms. Johnson regarding the Community Choice Energy Project.

Robert Ferreira asked if the school would be getting any money from this project. Ms. Johnson stated that the school district would benefit from the project through grants.

Alejandra Ponce gave a report on climate change and stated that she supported the project.

Beatriz Diaz, Michael Tidwell, Steve Gutierrez, Maria Corralejo spoke in favor of the project and stated that they supported the MBCP.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to adopt **Resolution #2016-93, "A Resolution of the City Council of the City of Greenfield Affirming the City's Intent to Participate in Governance and Financing Discussions for the Proposed Monterey Bay Community Power (MBCP) Joint Powers Authority (JPA)"**. All in favor. Motion carried.

CONSIDERATION OF AN ALL MAIL-IN BALLOT ELECTION FOR THE JANUARY 24, 2017 SPECIAL ELECTION

Staff Report was given by City Manager Perrault and City Attorney Lerner.

City Manager Perrault stated that staff had just learned that the City was precluded from having an all mail-in ballot election at this time.

City Attorney Lerner explained that the Elections Code would not allow the City to have an all mail-in ballot election in January. She stated that State Law stated that these types of elections could be done only three specific dates a year and January was not part of that list. She also stated that the Council had already approved a resolution calling for the special election and therefore no further action was required.

Yrma Rendon and Maria Corralejo spoke against spending City funds on a special election.

BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

City Manager Perrault reported on the Salinas Valley Mayors/Managers meeting and stated that the topic of discussion was the Community Choice Energy Project as well as discussion regarding economic development opportunities with Hartnell College in the grant funded program.

COMMENTS FROM CITY COUNCIL

Councilmember Torres thanked staff for re-establishing the 20-minute parking in front of Oak Avenue School.

Councilmember Santibañez thanked City Manager Perrault for his sense of urgency and for paying attention to details especially to the small ones and stated that she appreciated it.

Councilmember Walker also thanked City Manager Perrault and stated he was doing a wonderful job. He also wished all the council candidates best of luck.

Mayor Pro-tem Rodriguez stated that he was concerned about Measure O and the material that was being given out because there was information that was not correct. He also asked about the daycare that was going into the Santa Lucia Shopping Center. City Manager Perrault stated that Community Services Director Steinmann researched the project and the zoning and stated that it was a permitted use in that zoning location. Mayor Pro-tem Rodriguez suggested that signs be posted indicating that there was a playground in that area.

Mayor Pro-tem Rodriguez stated that at times the streets were very littered and asked that the Council brainstorm on how to get the businesses to take pride and clean their sidewalk and curb in front of their business.

Mayor Huerta reported that there was a Clean-Up on Sunday and the group picked up trash on Elm Avenue, between Third Street to Thirteenth Street; 4th Street, El Camino Real from Elm to the High School and a couple of alleys. He stated that they collected approximately 29 bags of trash and thanked the people that volunteered. He also thanked City Manager Perrault for the working he had been doing here in Greenfield.

CITY MANAGER REPORT

City Manager Perrault reported that the Clergy Council had met regarding the Medical Marijuana Review Committee and had decided not to participate on the Committee.

Chief of Police Fresé invited the Council and public to the first annual Haunted House at the Police Department on Halloween.

ADJOURNMENT

Meeting adjourned at 8:25 p.m.

_____
Mayor of the City of Greenfield

_____
City Clerk of the City of Greenfield

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: November 4, 2016

AGENDA DATE: November 15, 2016

TO: Mayor and City Council

FROM: Mic Steinmann, Community Services Director

TITLE: **ADOPTION OF ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL**

AUTHORITY AND PROCEDURES

Development agreements are authorized under chapter 16.37 of the municipal code pursuant to the authority of State Government Code section 65865 *et seq*. Development agreements must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100) The Planning Commission is responsible for holding public hearing on a proposed development agreement and recommending to the City Council that it approve, conditionally approve, or disapprove the development agreement. (Section 16.37.090)

BACKGROUND AND ANALYSIS

Regulatory Permit: Chapter 5.28 of the municipal code authorizes the issuance by the City Council of medical marijuana regulatory permits. On June 14, 2016, the City Council approved issuance of medical marijuana cultivation and manufacturing regulatory permits to Golden State Alternative Care, Inc. (located at 721 El Camino Real), subject to a number of conditions of approval, including execution of a development agreement.

Planning Commission Recommendation: The Planning Commission held public hearing on the proposed development agreement on October 4, 2016 and again on October 13, 2016. The

Planning Commission unanimously adopted Resolution 2016-14 recommending the City Council approve the proposed development agreement with Golden State Alternative Care, Inc.

City Council Introduction of Ordinance Approving Development Agreement: On October 25, 2016, the City Council held public hearing and introduced an ordinance approving a development agreement with Golden State Alternative Care, Inc. The City Council made findings that (1) the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans; (2) the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole; (3) the development agreement will promote the orderly development of property or the preservation of property values; and (4) all requirements of the California Environmental Quality Act have been met.

BUDGET AND FINANCIAL IMPACT

Approving the proposed development agreement will result in significant additional revenue flowing to the City's general fund once the proposed medical marijuana cultivation and manufacturing facilities are operational. At this time it is premature to estimate with certainty the amount of additional general fund revenue; however, it is anticipated to be significant.

RECOMMENDATION

Consistent with the recommendation of the Planning Commission and action by the City Council at its October 25, 2016, public hearing, it is recommended the City Council waive reading and adopt the attached ordinance approving a development agreement with Golden State Alternative Care, Inc., for the development and use of the property at 721 El Camino Real for medical marijuana cultivation and manufacturing uses.

PROPOSED MOTION

I MOVE THAT THE CITY COUNCIL WAIVE READING AND ADOPT ORDINANCE #519, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR THE OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL.

CITY OF GREENFIELD CITY COUNCIL
ORDINANCE NO. 519

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR THE OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL

WHEREAS, Section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having a legal or equitable interest in real property for the development of property; and

WHEREAS, Section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

WHEREAS, Sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

WHEREAS, Section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of a regulatory permit or permits for medical marijuana cultivation and manufacturing facilities authorized under Chapter 5.28 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield has approved issuance of a medical marijuana regulatory permit to Golden State Alternative Care, Inc., for medical marijuana cultivation and manufacturing facilities on property located at 721 El Camino Real; subject to approval of a development agreement as referenced in section 5.28.090 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield Planning Commission held public hearing on the proposed development agreement with Golden State Alternative Care, Inc., on October 4, 2016, and at a special meeting on October 13, 2016, and by resolution recommended the City Council approve the proposed development agreement with Golden State Alternative Care, Inc., for the development and operation of medical marijuana cultivation and manufacturing facilities at 721 El Camino Real; and

WHEREAS, it is the desire of the City of Greenfield City Council to enter into a development agreement with Golden State Alternative Care, Inc. and the owner of said property for the establishment and operation of such facilities; and

WHEREAS, the proposed development agreement was heard, reviewed, and discussed by the City of Greenfield City Council at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Greenfield has considered all written and verbal evidence regarding the proposed development agreement and has made the following findings:

1. FINDING: That the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

    a. The proposed medical marijuana cultivation and manufacturing facilities are allowed uses in the Light Industrial (I-L) zoning district.

    b. The proposed project complies with all commercial development standards for the Light Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the zoning code, including but not limited to requirements for minimum lot area, maximum lot coverage, building setbacks, building height limits, landscaping, resource efficiency, lighting, parking performance standards, and signage.

    c. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. It also encourages the redevelopment and reuse of vacant and/or underutilized commercial buildings. The proposed project utilizes a light industrial zoned property that is occupied by a residential unit surrounded by a primarily vacant and under-utilized site for a new commercial business.

    d. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will develop multiple greenhouse and manufacturing facilities that are of the scale and intensity appropriate for a light industrial development. The new development will consist of buildings that are of a size and height similar to adjacent and nearby industrial buildings.

    e. The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with long-term economic development goals. The proposed project brings a new industry to the City that will provide new jobs to promote economic development and further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to do because of budget limitations and insufficient revenues.

2. FINDING: That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

a. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

b. The construction of a steel security fence around the perimeter of all buildings where medical marijuana is cultivated, manufactured, stored, processed, and handled will provide increased security for the site and the materials and products stored, cultivated, and manufactured in the facility.

c. A video surveillance system will be installed to monitor all exterior areas of the property, all site and building entrances and exits, and all interior spaces of the building, thereby providing additional security for the entire property.

d. Security guard services will be provided 24 hours a day, 7 days a week.

e. The facility will not be open to the general public and no direct sales or product distribution will be made to the general public.

f. The development agreement includes provisions for public outreach and education programs to promote the public welfare and operational and security plans to ensure the facility is operated in a safe and legal manner.

3. FINDING: That the development agreement will promote the orderly development of property or the preservation of property values.

a. The proposed development is infill development that will intensify land uses through the redevelopment of vacant and underutilized commercial sites.

b. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

4. FINDING: All requirements of the California Environmental Quality Act have been met.

a. If a project is subject to several discretionary approvals, for purposes of CEQA the "project" refers to the totality of the development project and not to each separate governmental approval (CEQA Guidelines section 15378). For purposes of the required CEQA discussion and analysis, the project under review includes the issuance of regulatory permits and conditional use permits, approval of development agreements, and tentative map and final map approvals for subdivision of certain specified property.

b. An Initial Study was prepared for a similar, but larger scale, medical marijuana cultivation and manufacturing development project at 900 Cherry Avenue. That property is in the same light industrial zoning district as is the property at 721 El Camino Real. The two properties are less than 0.2 mile from each other.

c. The Initial Study for the 900 Cherry Avenue property used the "tiering" provisions of CEQA (CEQA Guidelines section 15152), wherein lead agencies are encouraged to use the analysis contained in EIRs for broader projects (i.e., a general plan EIR) as part of the analysis for subsequent specific projects. Section 15152(e) notes that tiering must be limited to situations where a project is consistent with the general plan and zoning. The proposed 900 Cherry Avenue project was consistent with the General Plan Light Industrial land use designation and with the applicable Light Industrial zoning development standards, as is the proposed 721 El Camino Real project (see conformity discussion above). This consistency enables the application of tiering provisions. The 2005 City of Greenfield General Plan Final EIR (General Plan EIR) examined potential impacts of the 2005 General Plan, including future development of the site with Light Industrial uses. Consequently, where prudent and applicable, information contained in the Initial Study was tiered from the General Plan EIR to avoid redundancy and streamline the analysis process for the proposed project.

d. The analysis methodology in the Initial Study also considered the streamlining provisions contained in section 15183 of the CEQA Guidelines, which address projects that are consistent with an established density for the site. CEQA mandates that "projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." The Initial Study for the 900 Cherry Avenue project focused on evaluating whether there are project-specific impacts that are peculiar to the project or the project site. The proposed project was consistent with the Light Industrial land use designation and consistent with applicable Light Industrial zoning development standards, as is the proposed development for the 721 El Camino Real property. Therefore, where appropriate, the discussion of proposed project impacts in the Initial Study for the 900 Cherry Avenue project was limited as mandated in CEQA Guidelines section 15183.

e. Section 15183 is particularly relevant for assessment of the incremental cumulative impacts of the proposed project, especially where such impacts were found to be significant and unavoidable in the General Plan EIR. The General Plan EIR identified several significant and unavoidable impacts for which the City approved Statements of Overriding Consideration. In these cases, the analysis in the Initial Study concluded that the proposed project contribution to these significant and unavoidable cumulative impacts was already identified in the previous EIR. This approach is consistent with CEQA Guidelines section 15183(c) which states, "if an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, as contemplated by subdivision (e) below, then an additional EIR need not be prepared for the project solely on the basis of that impact."

f. The Initial Study prepared for the 900 Cherry Avenue project found that with the inclusion of two conditions of approval identified in the Initial Study, the proposed project would not have significant environmental impacts. Those conditions require a pre-construction survey be conducted to determine whether protected nesting birds are present prior to the start of construction, and that a historic resource assessment of the existing residence be conducted. (Note: The historic resource assessment was since completed and concluded the existing residence does not have any historical significance.)

g. The Initial Study for the 900 Cherry Avenue project found that all potentially significant impacts were analyzed adequately in the earlier General Plan EIR and were avoided or mitigated pursuant to that earlier EIR or were addressed through conditions of approval that could be imposed on the proposed project. Therefore, no further environmental review was required.

h. The site, location, and environmental conditions analyzed for the 900 Cherry Avenue project are the same conditions that apply to the 721 El Camino Real project. The findings of the Initial Study for the 900 Cherry Avenue project are also applicable to the 721 El Camino Real project. All potentially significant impacts of the 721 El Camino Real project were analyzed adequately in the earlier General Plan EIR and were avoided or mitigated pursuant to that earlier EIR or are addressed through conditions of approval that can be imposed on the proposed project. Therefore, no further environmental review is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES ORDAIN AS FOLLOWS:

Section 1. That the development agreement with Golden State Alternative Care, Inc., be approved and adopted by ordinance substantially in the form of the agreement attached hereto.

Section 2. Effective Date: This Ordinance shall take effect thirty (30) days from and after its passage and adoption by the City Council of the City of Greenfield.

INTRODUCED at a regular meeting of the City Council of the City of Greenfield held on the 25th day of October, 2016.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 15th day of November, 2016, by the following vote:

AYES, and all in favor, thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

_____
John P. Huerta, Jr., Mayor

Attest:

_____
Ann F. Rathbun, City Clerk

RECORDING REQUESTED BY:

CITY OF GREENFIELD

When Recorded Mail To:

City Clerk
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF GREENFIELD

AND

GOLDEN STATE ALTERNATIVE CARE, INC.

THIS DEVELOPMENT AGREEMENT (this "Agreement" or this "Development Agreement") is made and entered in the City of Greenfield on this ____ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (hereafter "City") and Golden State Alternative Care, Inc., a California Corporation, (hereafter "Developer") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a "Party," and are collectively referred to as "Parties."

RECITALS

A. California Government Code §§65864 et seq. ("Development Agreement Statute") and Chapter 16.37 of the Greenfield Municipal Code (hereafter "Chapter 16.37") authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer has a leasehold interest in certain real property ("the Property") consisting of approximately 3.6 acres of land located at 721 El Camino Real in the City of Greenfield, also known as Monterey County APN 109-161-005, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference. The person or entity with fee title simple to the Property is Second Sun, LLC, who has provided Developer with permission to build and operate the Project, as defined in this recital B, upon the Property.

C. Chapter 5.28 of the Greenfield Municipal Code (hereafter "Chapter 5.28") establishes a regulatory permit for medical marijuana facilities ("Regulatory Permit"), and prohibits the operation of a medical marijuana facility without first obtaining such a permit.

D. Developer proposes to develop the Property to be used for medical marijuana cultivation and manufacturing ("the Project").

E. Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit ("Administrative Regulations").

F. The Project is an allowed use in the Light Industrial (I-L) zoning district, and the Project complies with all commercial development standard for the Light-Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the Greenfield Municipal Code.

G. Developer has applied for, and City has approved, various approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2016-46). All such approvals collectively, together

with any approvals or permits now or hereafter issued with respect to the Project are referred to as the "Project Approvals."

H. City and Developer desire the timely, efficient, orderly and proper development of the Project.

I. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan and has been reviewed and evaluated in accordance with the Development Agreement Statute and Chapter 16.37.

J. City and Developer have reached agreement and desire to express herein a Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein.

K. Pursuant to Development Agreement Statute, City has agreed that, except as provided for by this Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

L. In addition, the parties intend that this agreement satisfy the requirements of section 5.28.090, which requires those operating a medical marijuana facility pursuant to a Regulatory Permit to enter into a "development agreement" setting forth " the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

M. On _____, 2016, the City Council of the City of Greenfield adopted Ordinance No. ___ approving this Development Agreement ("the Approving Ordinance"). The Approving Ordinance shall take effect on _____ ("the Approval Date").

N. In the Approving Ordinance the City Council made findings that all requirements of the California Environmental Quality Act have been meet.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property

1.1. The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer

2.1. The Developer has a legal interest in the Property in that it is the Lessee of the property.

3. Relationship of City and Developer

3.1. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term

4.1. Effective Date. The effective date of this Agreement shall be the Approval Date.

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement.

5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer is vested into without an additional amendment of this Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Medical Marijuana. The operation of medical marijuana facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Developer the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Agreement only "vests" those regulations expressly mentioned in Government Code section

65866. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Developer shall be responsible for continuously maintaining its Regulatory Permit. Developer acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code section 5.28.120. Nothing in this Agreement shall prevent the City from denying or conditionally approving the renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approval. Although title 17 of the Greenfield Municipal Code does not specifically identify medical marijuana facilities as allowed uses in any specific zoning district, Greenfield Municipal Code section 5.28.160 identifies the zoning districts in which medical marijuana facilities are allowed. Medical marijuana facilities where cultivation and/or manufacturing occur, without an accompanying dispensary, may only be located in a light industrial (I-L), heavy industrial(I-H) or agricultural research and development overly (RDO) zoning district.

6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of the Agreement.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether date of approval is prior to or after the date of this Agreement.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date of this Agreement to ensure that the operation of the Marijuana Operation is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements may not be in conflict with those applicable to the Property as set forth in this Agreement if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent, impose a substantial financial burden on, or materially delay development of the Property as contemplated by this Agreement and the Project Approvals and (b) if such ordinances, resolutions, rules, regulations or official policies have general applicability.

7.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code § 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Fees. Developer agrees to pay all permit fees and charges required by Greenfield Municipal Code section 5.28.089, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and regulatory renewal fees. Developer shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Application Fees. Any existing application, processing, renewal and registration fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement.

8.3. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

8.4. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.5. Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

9. Community Benefits

9.1. Fee. In exchange for the vested rights provided pursuant to this Agreement, Developer shall make the contribution required by this paragraph (the "Community Benefits Fee"). Developer expressly agrees that it shall pay the Community Benefits Fee as long as the Project remains in existence and a marijuana facility is operating on the Property. The first payment will be due three months after the first harvest but no later than ten (10) months after the City has issued a Building Permit for construction of the project as shown in Exhibit B. Such obligation shall survive the expiration of this Agreement. City and Developer agree that Developer's will receive a credit against its obligation to pay the Community Benefits Fee equal to the amount it pays in the form of a generally applicable tax on marijuana facilities such as the Project.

9.1.1 The amount of the Community Benefits Fee shall be equivalent to the tax that would be payable were the proposed ordinance imposing a Cannabis Business Tax that the City Council approved, subject to voter approval, on July 26, 2016 ("the Tax Ordinance"), in effect. The manner of payment of the Community Benefits Fee, reporting and other particulars governing the payment shall be as specified in the Tax Ordinance for the tax. The Tax Ordinance imposes a tax per square foot of canopy space authorized by each Regulatory Permit. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet

located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

10. Compliance with Chapter 5.28 of the Greenfield Municipal Code

10.1. Greenfield Municipal Code section 5.28.090 provides as follows:

> "Development agreement.
>
> Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each medical marijuana facility shall enter into a development agreement with the city setting forth the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

10.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary "development agreement" authorized by the Chapter 16.37 of the Greenfield Municipal Code and Development Agreement Statute , into which the City and Developer are entering. Nonetheless, the parties intend to use this Agreement, and in particular this Section 10 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

10.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer agrees to operate the medical marijuana facility on the Property pursuant to the terms and conditions set forth in the operating conditions attached hereto as Exhibit C, and incorporated herein by reference.

10.4. Developer agrees that its failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code.

10.5. Developer's Regulatory Permit authorizes Developer to cultivate a certain square footage of canopy space. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

11. Security Plan

11.1. The issuance of a Regulatory Permit is conditional upon installation of a security plan described in Section 2 in Exhibit C approved by the Police Chief as shown in Exhibit D. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by Section 2 of Exhibit C will not be made public, except when required by law.

12. Odor Control Plan

12.1. The issuance of a Regulatory Permit is conditional upon the marijuana operator providing a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises or anywhere on the adjacent property or public right-of-way. As such Marijuana Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the medical cannabis facilities' interior and exterior so the odors generated inside the medical cannabis facility are not detectable outside the medical cannabis facility. Developer acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

13. Amendment or Cancellation

13.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37.

13.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37.

13.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in section 4.2; (b) the permitted uses of the Property as provided in section 5.2; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall determine whether a reservation or dedication is "significant".

13.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer; or (g) public improvements to be constructed by Developer shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37.

14. Annual Review

14.1. Review Date. The annual review date for this Agreement shall be between September 15 and October 15, 2017 and thereafter between each September 15 and October 15 during the Term.

14.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under section 16.37.140 of the Greenfield Municipal Code, by giving to Developer thirty (30) days' written notice that the City intends to undertake such review. Developer shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Agreement. The burden of proof by substantial evidence of compliance is upon the Developer.

14.3. Staff Reports. To the extent practical, the City shall deposit in the mail and fax to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

14.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

15. Default

15.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

15.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

15.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. Estoppel Certificate

16.1. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any party may rely on such deemed certification.

17. Severability

17.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

18. Attorneys' Fees and Costs

18.1. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

19. Transfers and Assignments

19.1. The Developer shall not transfer, delegate, or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of the City. Any assignment, delegation, or assignment without the prior written City consent of the other parties to this Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, or assignment is made is issued a Regulatory Permit as required under chapter 5.28 of the City's municipal code.

20. Agreement Runs with the Land

20.1. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy

21.1. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification

22.1. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

22.2. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's registration or operation of a medical marijuana facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Agreement, the Project Approvals, and/or the associated regulatory permit(s) for the Project.

23. Insurance

23.1. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than four million dollars ($4,000,000.00) with a One Hundred Thousand Dollar ($100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 20.1 and 20.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. Notices

24.1. All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

24.2. Notices required to be given to Developer shall be addressed as follows:

Golden State Alternative Care, Inc.
11301 W. Olympic Boulevard, #542
Los Angeles, CA 90064
Attn.: Mark Putney

24.3. A party may change address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

25. Agreement is Entire Understanding

25.1. This Agreement constitutes the entire understanding and agreement of the parties.

26. Exhibits

26.1. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A	Legal Description of Property
Exhibit B	Site and Floor Plan of the Project
Exhibit C	Operating Conditions

Exhibit D Security Plan
Exhibit E Odor Control Plan

27. Counterparts

27.1. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

28. Recordation

28.1. The City shall record a copy of this Agreement within ten (10) days following execution by all parties.

[***Execution Page Follows***]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY	DEVELOPER
City of Greenfield	Golden State Alternative Care, Inc.
By: _____ City Manager	By: _____ Mark Putney, Director and Manager

Attest:

_____
City Clerk

Approved as to form

_____
City Attorney

2691992.1

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of Property

Real property in the County of Monterey, State of California, described as follows:

Lot 297, as said Lot is shown on the Map entitled, “Map of Clark Colony,” filed for Record July 19, 1905 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, Cities and Towns, at Page 64.

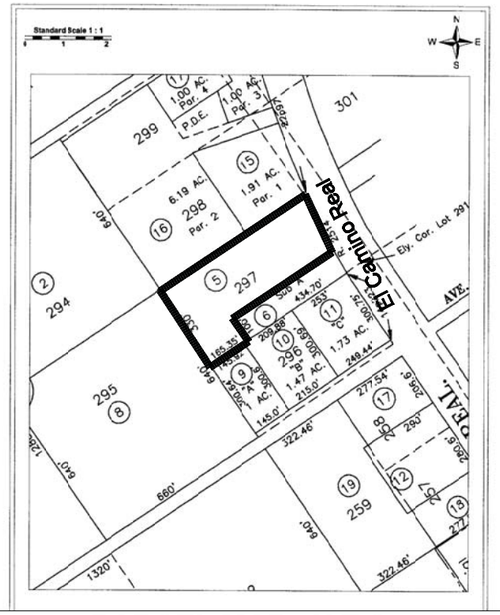
Excepting Therefrom that Parcel of 1 acre conveyed by William Koester. et ux., to Dennis Signorotti, by Deed dated July 2, 1940 and recorded September 18, 1940 in Volume 634, Official Records of Monterey County, at Page 302.

Also excepting that portion conveyed by William Koester, et ux. to State of California, by Deed dated November 3, 1939 and recorded December 15, 1939 in Volume 643, Official Records of Monterey County, at Page 312.

APN: 109-161-005

Exhibit B

Site and Floor Plan of the Project



PARCEL MAP N.T.S.

Project Data

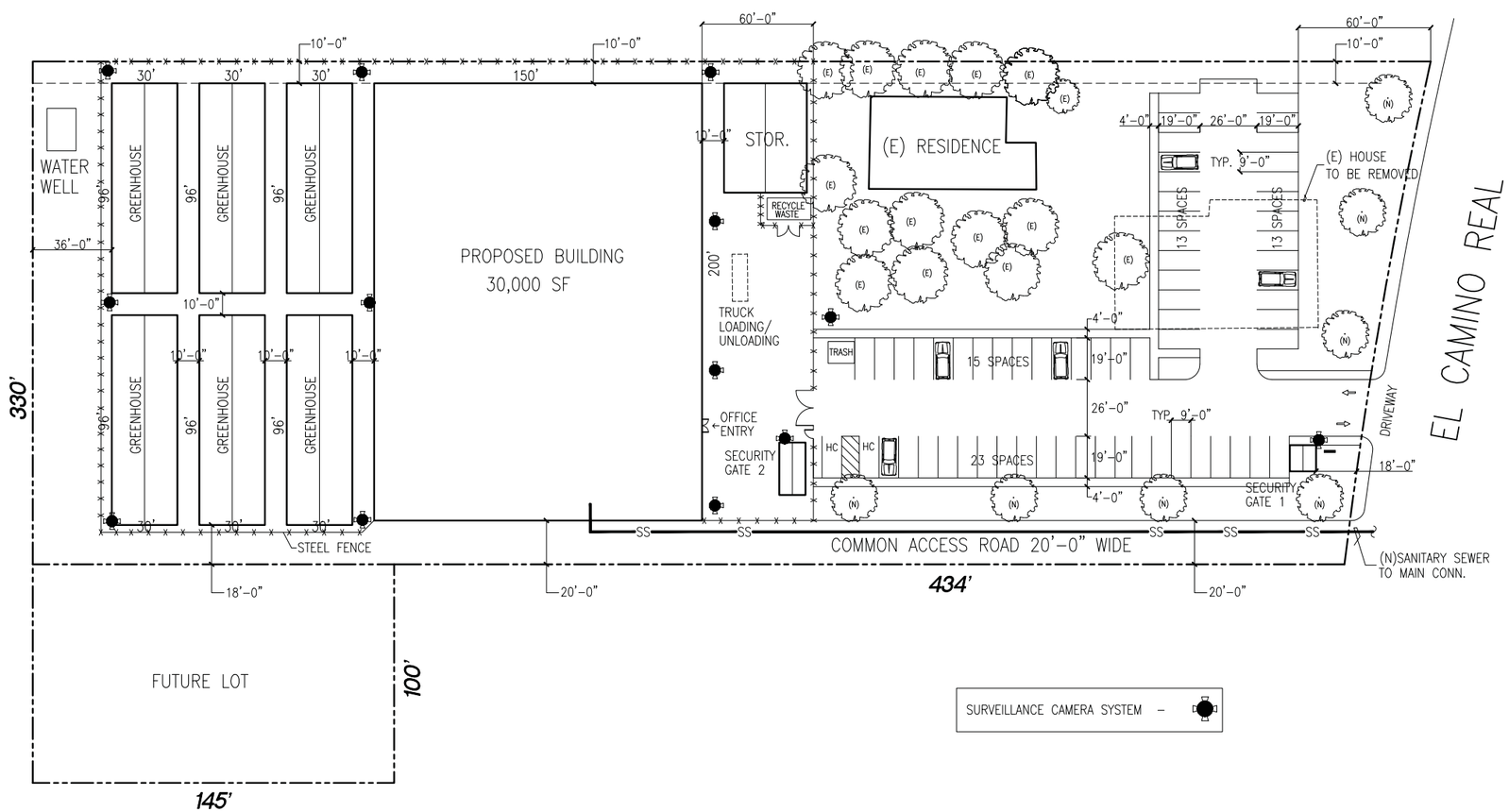
Proposed Project:
Golden State Alternative Care Building
721 El Camino Real
Greenfield, CA 93927

Applicant:
Golden State Alternative Care APN:

Building/Structure : Floor Area		
New Building	=	30,000 s.f.
Greenhouses 30'X96' EA. = 2880 SF.	=	17,280 s.f.
Storage Building	=	1,900 s.f.
Security 1 & 2 Building	=	400 s.f.
Existing Residence Building	=	3,000 s.f.
		52,580 s.f.
Misc. Structure : Floor Area		
Recycle Waste Enclosure	=	200 s.f.
Trash Enclosure	=	120 s.f.
		320 s.f.
Area Calculations: Lot Coverage		
Proposed Lot Area	=	142,076 ± s.f.
Building Coverage	=	52,580 s.f. (37%)
Impervious Surface	=	31,978 s.f.
Landscape	=	27,689 s.f.
Future Lot Area	=	16,535 s.f.

Parking Provided:

Std. 9X19	=	62
Handicap	=	2
Total	=	64



PROPOSED SITE PLAN 1"=30'-0" | 1

DJE Planning Architecture Interiors
17800 Cuesta Lane
Salinas, CA 93907
Tel. 831/663-1418
Fax 831/663-6385
david@djelliott.net
David J. Elliott & Associates

PROPOSED:

GOLDEN STATE ALTERNATIVE CARE

721 El Camino Real
Greenfield, CA 93927

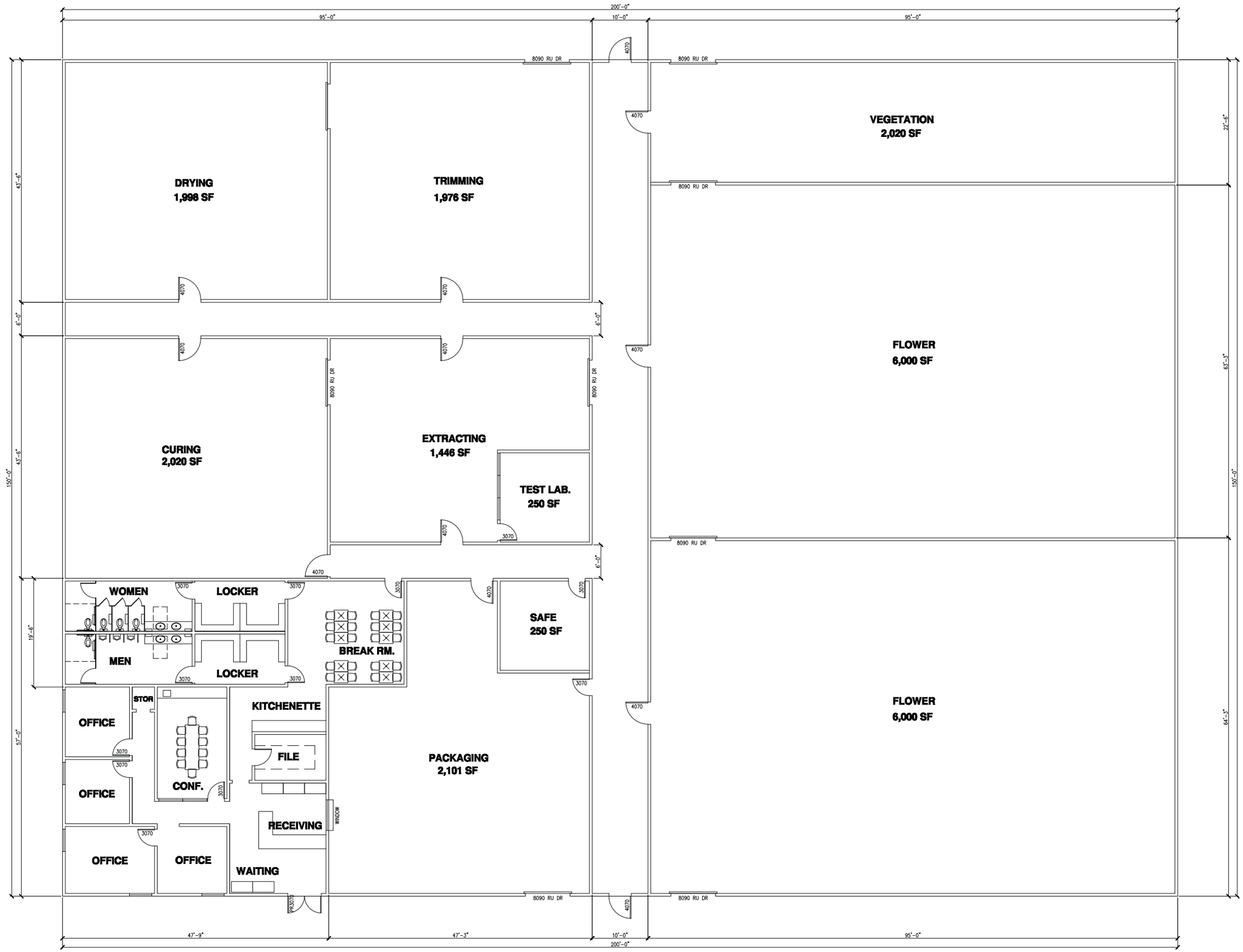
Use of these plans and specifications is restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reuse, reproduction or publication by any method in whole or in part is prohibited. Title to plans and specifications remain with the architect, and visual contact with them constitutes prima facie evidence of the acceptance of these restrictions.

Revisions

No.	Description	Date
△	–	–

LICENSED ARCHITECT DAVID J. ELLIOTT No. C-11776 REN. 01-31-17 STATE OF CALIFORNIA

Issue Date	04-19-16
Drawn By	DJE/CCP
Project Number	1629
Sheet Title	
Sheet Number	A1.1



DJE
Planning
Architecture
Interiors
17800 Cunha Lane
Salinas, CA 93907
Tel. 831/663-1418
Fax 831/663-6385
david@djelliott.net
David J. Elliott
& Associates

PROPOSED:

GOLDEN STATE ALTERNATIVE CARE

721 El Camino Real
Greenfield, CA 93927

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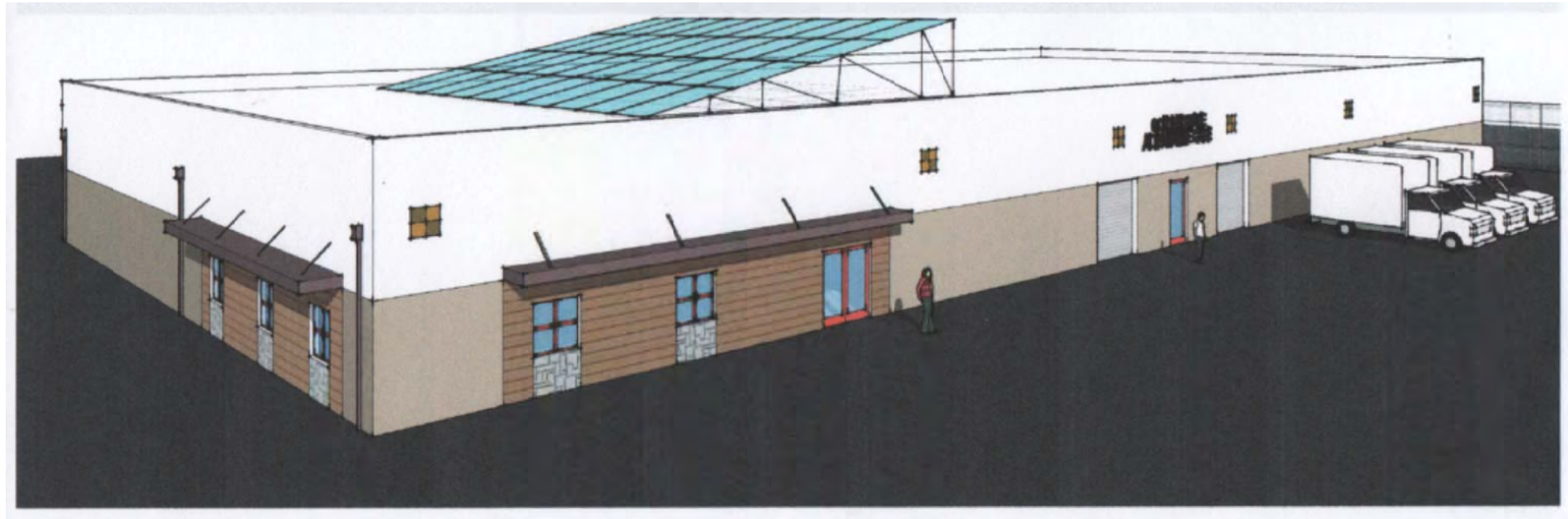
Revisions

No.	Description	Date
△	-	-

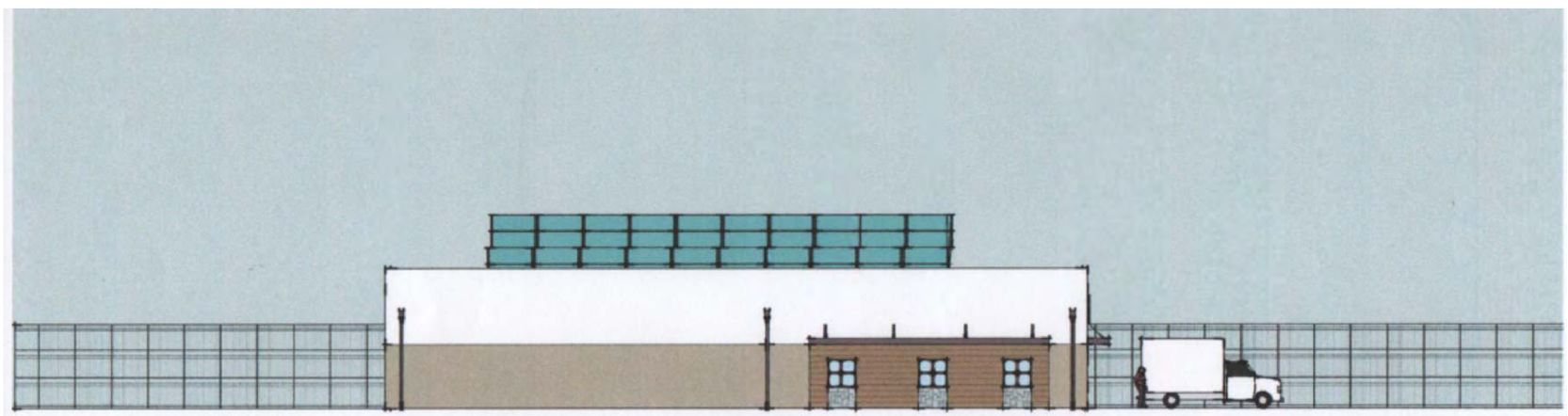
LICENSED ARCHITECT
DAVID J. ELLIOTT
No. C-11776
REN. 01-31-17
STATE OF CALIFORNIA

Issue Date	04-19-16
Drawn By	DJE/CCP
Project Number	1629
Sheet Title	
Sheet Number	A2.1

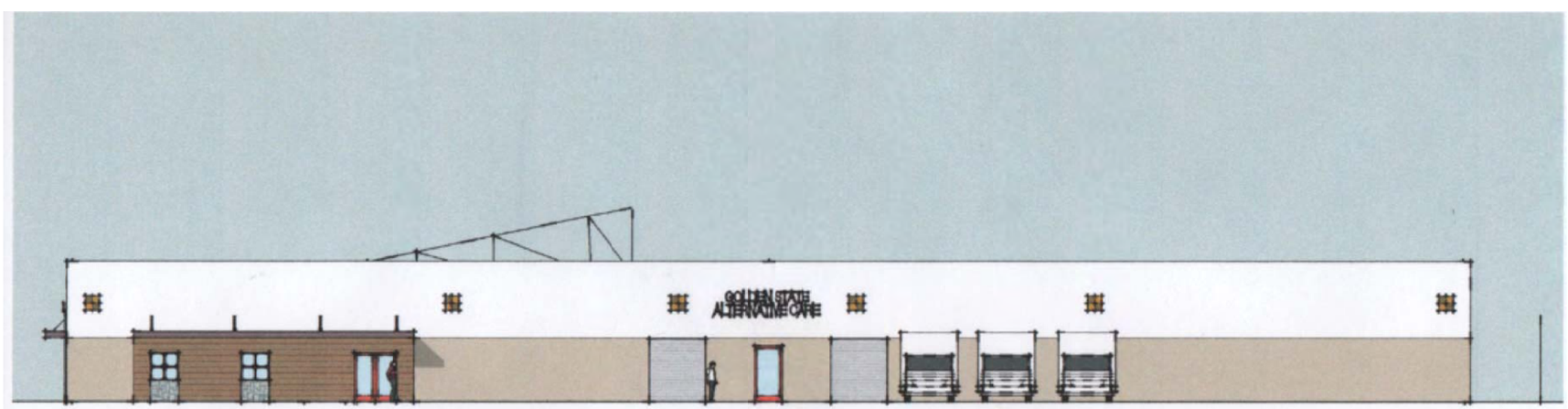
FLOOR PLAN 1"=30'-0" | 1



SOUTH EAST PERSPECTIVE VIEW



LEFT SIDE ELEVATION



FRONT ELEVATION - FACING EL CAMINO REAL ROAD

DJE
Planning
Architecture
Interiors
17800 Cunha Lane
Salinas, CA 93907
Tel. 831/663-1418
Fax 831/663-6385
david@djelliott.net
David J. Elliott
& Associates

PROPOSED:

GOLDEN STATE
ALTERNATIVE CARE

721 El Camino Real
Greenfield, CA 93927

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Revisions

No.	Description	Date
△	-	-

LICENSED ARCHITECT
DAVID J. ELLIOTT
No. C-11798
EXP. 01-31-17
STATE OF CALIFORNIA

Issue Date	04-19-16
Drawn By	DJE/CCP
Project Number	1629
Sheet Title	SOUTH EAST PERSPECTIVE VIEW
Sheet Number	A3.X

EXHIBIT C

Operating Conditions

Developer agrees to comply with the following additional conditions pursuant to Section 5.3 of the Agreement.

1. Standard Operating Procedures

Developer is a non-profit mutual benefit corporation that shall serve medical marijuana qualified patient and primary caregiver collective members who shall comply with all relevant California state laws and local ordinances. See, for example, California's Compassionate Use Act (Proposition 215) as codified in Health and Safety Code §11362.5; Senate Bill 420, the Medical Marijuana Program Act (H&S Code §§1362.7 to 11362.83); the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008 Attorney General Guidelines); and the newly enacted Medical Marijuana Regulation and Safety Act that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code §§ 19300 *et seq.*; H&S Code § 11362.769-11362.777; Water Code § 13276).

During the term of its Regulatory Permit and the term of this Agreement, Developer shall lawfully operate in accordance with all State and local laws. Developer shall employ exemplary operating procedures to comply with State and local laws. Developer's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

2. Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where medical marijuana products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure medical marijuana products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance

system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Developer shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Developer employees and to ensure public safety to the neighboring community. Developer shall provide City with specific policies for training employees regarding security procedures. Developer shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Developer's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Developer and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

3. Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Developer shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

i) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

ii) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

iii) A copy of his or her California driver's license or California identification card; and

iv) Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

4. Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall engage in any activities on behalf of Developer with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Developer and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

5. Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Marijuana

Only employees who receive clearance from the City Police Chief shall be permitted to enter Developer's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Developer's membership rules shall seek to prevent the diversion of medical marijuana for non-medical uses by implementing strict policies and practices, to maintain tight controls on inventory and donations and/or cost reimbursements received.

Developer's collective agreement shall prohibit the use of medical marijuana by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Developer shall take all necessary and reasonable steps to prevent the distribution of any of its medical cannabis products to minors; prevent revenue from the sale or distribution of its medical cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of marijuana from California to any other state; prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of marijuana; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; disavow growing marijuana on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against marijuana possession or use on federal property. The Developer shall provide City with a Non-Diversion of Marijuana

Grown for Medical Use Plan documenting the steps Developer will take to satisfy the requirements of this Section.

6. Control and Testing

Developer shall utilize quality control measures and testing to ensure only the highest quality of medical marijuana and infused products shall be produced. For the purpose of testing, Developer shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement prior to distribution to its patient collective membership affiliates. Inspection and testing shall be conducted by the approved testing lab off-site. All other testing standards and procedures shall be in accordance with applicable State law and regulations.

All medical marijuana products shall undergo a quality assurance review prior to distribution to Developer's patient collective affiliates in order to ascertain its quantity and content. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Developer shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Developer shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Developer shall provide City with a written plan explaining how it will satisfy the requirements of this Section 6.

7. Packaging of Medical Marijuana and Infused Products

All Developer's medical marijuana products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Developer's Regulatory Permit application, as amended or supplemented, all medical marijuana products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

i. The name, address and telephone number of the medical marijuana dispensary facility to which the medical marijuana product is distributed, sold, or transferred;

ii. The amount of medical marijuana in the container; and

iii. The date the medical marijuana was transferred to a medical marijuana dispensary facility.

Developer intends to produce infused products and shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Developer's infused products shall not be produced, manufactured, stored or packaged in private homes. All Developer's medical marijuana infused products shall be individually wrapped at the original point of preparation.

8. Point of Sale Tracking System

Developer shall maintain an inventory control and reporting system that accurately documents the location of medicinal marijuana products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

Developer shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed medical marijuana dispensary facilities. Such approved system shall track all Developer medical marijuana products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

9. Record Keeping

Developer shall maintain records for all dispensed medical marijuana and/or infused products. Developer shall comply with all records-keeping responsibilities that are set forth in section 5.28.220 of the Greenfield Municipal Code, including complete and up-to-date records regarding the amount of medical marijuana cultivated, produced, manufactured, harvested, stored, or packaged at Developer's facility.

10. Processing, Handling, Storing, and Distribution of Medical Marijuana and Related Products

Medical marijuana cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Medical marijuana cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Developer shall store its medical marijuana and/or medical marijuana products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within

Developer's facility. Developer shall not conduct outdoor operations except as related to lawful delivery and transportation of medical marijuana and infused products. Developer shall not store medical marijuana or related products in its delivery vehicle outside normal operating hours of the facility.

Medical marijuana products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

11. Description of Banking Plan

Developer shall seek to open a bank account under the name of the Developer or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Developer shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Developer successfully opens a bank account, it shall make provisions for Developer collective members or other lawful cooperative corporations to implement debit and credit card transactions. Developer shall not accept personal or corporate checks.

12. Transportation Plan

Developer shall comply with all local and state law regarding transportation, including the rules governing delivery service. Developer shall retain a list of names and cellular contact numbers for all employees engaged in transportation of medical marijuana products and provide it to the City Police Department, keeping the list current and up to date.

All Developer employees engaged in transportation of medical marijuana products shall carry a copy of the dispensary's current license authorizing the delivery of medical marijuana and/or related products, along with the employee's government-issued identification. The Developer employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA). The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

Developer shall keep complete and up-to-date records documenting each transfer of medical marijuana to other lawful cooperative corporations, including the amount

provided, the form or product category in which the medical marijuana was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

13. Community Relations

i. Public Outreach and Education Program

Developer shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

ii. Community Benefits Program

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of medical marijuana Developers issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

iii. Designation of Persons Responsible for Community Relations

At the time of this Agreement, Developer's general manager, Mark Putney, shall be responsible for community inquiries and complaints and on site during normal business hours.

iv. Interface with City of Greenfield Police Department

Developer's general manager, Mark Putney, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

v. Local Recruitment, Hiring and Training Programs

Developer is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Developer. A good-faith effort means the Developer shall take the following or similar actions to recruit and employee local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employee local residents as a part of the its workforce.

Developer shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Developer's medical marijuana facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Developer's facility is opened, as well as for ancillary services needed.

14. Safety Plan

In addition to all other requirements described in this Exhibit, Developer shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

15. Business Plan

Developer shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with the GMC Section 5.28.200), including but not limited to a description of how the Project will conform too local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Developer shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

16. Employment Requirements

Developer shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

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EXHIBIT D

Security Plan

URETSKY SECURITY

201 Calle Del Oaks, Suite D, Del Rey Oaks, CA 93940
Ph# (831) 324-0687 / Fax (831) 372-3051
P.P.O. License #16659 / P.I. License #22453

SECURITY PLAN

FOR

Golden State Alternative Care, Inc.

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SECURITY PLAN

This is the written Security Plan for Golden State Alternative Care, Inc. (GSAC). This plan addresses and meets the Requirements of Chapter 5.28. Subsection D-3 "Security Plan" of the City of Greenfield municipal code (Medical Marijuana Ordinance) and the Greenfield Police Department.

I. INTRODUCTION

GSAC understands the added security challenges of medical marijuana facilities and that appropriate security measures are of paramount importance. To that end, GSAC has taken extensive measures to have professionally vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for employees, patients, vendors, other visitors and the surrounding community. Our security will meet or exceed the Police Department's and City's requirements set forth.

The security and safety of the GSAC's member/patients, staff, administration and surrounding public, is crucial to the operational goal of providing medicinal marijuana within a safe and healthy environment.

GSAC has selected Uretsky Security ("Security Agent") as the agent in charge of security. Uretsky Security has been providing fully licensed, trained, and professional security throughout the Monterey County for more than 15 years. Uretsky Security was founded by Bill Uretsky, who retired as a Lieutenant from the Carmel Police Department after more than 25 years in law enforcement. Uretsky Security has been in business for over 16 years and is a full service security company, supplying uniformed armed and unarmed licensed security personnel. Each security guard is fully licensed by the Bureau of Security & Investigative Services and under goes to 40 hours of training before being assigned a post.

GSAC will, at all times, have one or more designated Manager(s) ("Security Manager") as GSAC's agent in charge of security.

The Security Agent and Security Manager will have oversight responsibility for the implementation of this plan. As the person responsible for implementation, Bill Uretsky also will serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky will have oversight responsibility to review and update this Security Plan on a regular basis to ensure our continued compliance with the security aspects to all applicable laws of the State of California and the Medical Marijuana Ordinance.

With the leadership of our Security Agent, GSAC is developing a state-of the-art plan that takes advantage of the security industry's best practices and most up-to-date technology, ensuring that its cultivation facility, manufacturing facility and dispensary operate at the highest level of security preparedness.

GSAC and Bill Uretsky have reached out to and have been working with the City's local law enforcement officials to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into three components: *Facility Security. Policies and Procedures,* and *Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. GSAC also is confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

II. FACILITY SECURITY

GSAC has been approved for a cultivation and manufacturing facility at 721 El Camino Real and is proposing a cultivation facility and dispensary on 4 separate but contiguous parcels at 799 El Camino Real. The objectives of the Security Plan are as follows:

- Reduce the likelihood of security breaches
- Trigger an immediate response in the event of a breach
- Control access to the facility, limiting it to authorized and properly identified personnel

A. PHYSICAL BUILDING

1. Location and Building Specifications

The physical address of our facility will be 721 El Camino Real and 799 El Camino Real.

The proposed facility is located in a light industrial complex area that includes manufacturing and industrial businesses. Located on a large lot within a secured fence, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility does not adjoin high-use public areas or high traffic intersections, is set back more than 30 feet from the El Camino Real, has secure means of ingress and egress, is located in a light industrial complex, is not accessible to foot traffic, is in an area of low vehicular traffic, is in an area with little or no non-commercial traffic, is not located near any schools, freeways, residential housing, or places of worship.

There is one entrance and one side exit and three roll-up steel doors for deliveries for the facility. Car access also will be limited. The windows do not open.

The facility has entrances and exits and also a metal gate fence to deter unauthorized access.

The site plan shows the entire structure of the facility, including the street(s), parking lot(s), other tenants within the facility, and any other entities that physically border the facility.

Areas where medical marijuana will be kept or handled have no external doors or windows and can be accessed only from within the facility. All main access point door hinges will be equipped with hinge-pin-locking screws to increase security. This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, they will also discourage any theft attempts.

2. Floor Plan

A floor plan of the facility shows the location of (1) All entrances and exits; (2) The location of any windows, skylights, and roof hatches; (3) The location of all cameras, and their field of view; (4) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens; (5) The location of the digital video recorder and alarm control panel; and (6) Restricted and public areas.

3. Lighting

Statistics show that crimes are less likely to occur in well lit areas, because a well lit property is an excellent deterrent. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities.

The main objectives of our security lighting system at the facility are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

GSAC will add external security lighting, including high spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced and will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the GSAC are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn.

No medical marijuana, or any product containing medical marijuana, or paraphernalia will be visible from the exterior of the Facility.

GSAC will add external security lighting as appropriate.

4. Guards / Identification

Security personnel will perform security functions and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Manager. Any incidents qualifying as irregular or suspicious will be handled immediately.

GSAC will employ Security Personnel subject to the following requirements:

- All Security Personnel will register and maintain valid registration status with the State of California's Department of Consumer Affairs. At no time will there be any Security Personnel registered with the State at any level that is less than that of a proprietary private security officer.

- Proof of application and registration for all Security Personnel will be maintained by GSAC and will consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

- While on duty, all Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing, at chest level, and will be visible and easily read at all times. The nameplate will be a minimum of two inches (2") high and four inches (4") wide, with the required information printed in capital letters, at least three-fourths inches (¾") high and in a contrasting color.

- As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

Security Personnel/Security Guard will be present and on duty at the Facility during its hours of operation.

The Security Personnel/Security Guard will provide security inside the Facility, along the outside perimeter of the Facility, at parking sites immediately adjacent to the Facility and used by members of GSAC, and at sidewalks adjacent to the Facility.

Once each facility is operational, GSAC will employ Uretsky Security, a private company that will provide security guards. Uniformed armed and unarmed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly to ensure they are of the highest capability.

During operating hours, GSAC will have 2 on-site security guards at the facility entrance. After hours GSAC will have 1 on-site security guard at the facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting

any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

5. **Perimeter Security**

GSAC will secure the perimeter of our cultivation facilities to prevent unauthorized intrusion. With our cultivation facility, GSAC plans to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The Facility proposes fencing around the entire perimeter with gate entries. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

6. **Access Conditions for Staff and Non-Staff Business Associates**

At the facility location, all staff and business associates will park in the common parking spots in front and in the rear of the building. The personnel will use the front entrance to access the facility. At the facility, there will be parking spaces inside the secured perimeter for employees and vendors. All staff will need keycards and electronic pass codes to access both facilities, including restricted areas within the facility (see below for details on keypad systems).

Non-staff business associates are all those, such as vendors and contractors, who do business with GSAC but are not employees or directors. To access restricted areas of either facility, non-staff business associates will need to be admitted by appropriate staff and must be accompanied by a staff member at all times.

All persons working for or doing business with us will need a company-issued permanent identification card or temporary identification tag to be able to enter restricted areas. Staff will receive these upon hire.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the dispensary or cultivation rooms under staff escort.

GSAC will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

7. Qualified Patient and Primary Caregiver Access

Guidelines for qualified patient and primary caregiver access are provided in GSAC's Business and Operations Plan for the Dispensary.

8. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, contractors, and patients and their caregivers may from time to time have legitimate reasons to visit our facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides staff, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

9. Internal Access-Point Control

Movement within each area of the facility will be tightly controlled. All main access doors, doors to the cultivation rooms will require keycards and electronic pass codes. In addition, patients and caregivers will not be allowed in from the waiting room of the dispensary as described above unless they have been verified as qualified patients or caregivers. Only permitted employees will be allowed to enter into the cultivation facility.

B. ELECTRONIC SECURITY SYSTEM

GSAC will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

1. Video Surveillance

The Facility will be equipped with, and at all times be monitored (24/7) by, a web-based closed-circuit television for security purposes. The camera and recording system will be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the Facility. The system will be fully functional prior to processing or cultivating of medical marijuana at the Facility, should that occur.

The recordings of the monitoring will be maintained for a period of not less than thirty (30) days and will be made available and accessible to the Chief of Police and any other City official charged with enforcing the provisions of the Greenfield Municipal Code. The recordings will be made available immediately upon request for review and copying, without the need for a search warrant, subpoena or court order. GSAC will also provide the Chief of Police with access to on-site web-based video surveillance to monitor remotely

at any time without a warrant, subpoena or court order. The Police Department will be notified 72 hours in advance of any planned security system maintenance that will result in any stoppage of the continuous recording.

GSAC will employ state-of-the art external and internal Advidia Cameras up to 6 megapixel resolution Standard H.264 video compression with high compression ratio. Progressive scan CMOS, Includes Hi-PoE injector. High Speed PTZ with 30x Optical Zoom WDR and auto/manual day & night switch. Weather Proof Rating: IP66 Video Insight VMS Software license included. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our IP camera system with digital NVR (Network Video Recorder) recorder includes:

P-240 Advidia P-240 2.4 MP, Full HD at up to 30 fps H.264 and 30x zoom
The Advidia P-240 is a powerful PTZ 2.4 MP, Full HD at up to 30 fps H.264 and 30x zoom, offers the best clarity and precise maneuvering capabilities with pinpoint and focus in on any detail. With an IP 66 rating, the P-240 works best in outdoors monitoring large, busy spaces like parking lots. (See attached Technical Specifications).

A-65 bullet camera is a 6 megapixel camera with built in IR.
The A-65 is ideal for areas such as parking lots and outdoor applications where more pixels per foot are required. Remote zoom and focus (See attached Technical Specifications).

A-44-IR V2 Dome Camera
The A-44 IR V2 indoor dome is a great camera for hallways and classrooms. This video surveillance camera has a 2 megapixel sensor and remote focus. With 2-way audio, the A-44 IR V2 can be used in a variety of scenarios. (See attached Technical Specifications).

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the waiting room, reception office, the dispensary room, cultivation rooms, and processing rooms. This covers all areas where marijuana is present or handled, including all point-of-sale locations, and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

Dell® PowerEdge R730xd Rack Server with Video Insight Enterprise VMS (Video Management Software):

VIDEOINSIGHT®
A Panasonic Company

2 x Intel® Xeon® Processor E5-2603 v3 1.6 HGZ, 15M Cache Preloaded Network Video Recorder 2U Rack. Video Insight NVR comes pre-loaded, activated and tested with the full Video Insight Software Suite. http://www.video-insight.com/ (See attached Technical Specifications).

ACCESS CONTROL CONNECTION (ACC)
ACC is a full service IT and security camera systems company serving the Monterey

County area for over 20 years. ACC prides itself on professional installations and service of security cameras, video surveillance cameras and access control systems. ACC's professional and knowledgeable security camera systems staff will assist you in providing affordable security camera systems, commercial security camera systems and video surveillance installations.

2. Third-Party Monitoring

GSAC anticipates contracting with ACC & Uretsky Security to help deter, detect, and document security events at each facility. ACC & Uretsky Security will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with [vendor] to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

- There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:
    - Motion-sensor surveillance cameras
    - Motion-sensor laser beams
    - Unauthorized electronic access
    - Security and fire alarms

ACC is a full service IT and security camera systems company serving the Monterey County area for over 20 years. We pride ourselves on professional installations & service of security cameras, video surveillance cameras and access control systems. Our professional and knowledgeable security camera systems staff will assist you in providing affordable security camera systems, commercial security camera systems and video surveillance installations.

3. Intrusion and Motion Detection

Our alarm system will have motion detectors and glass breakage sensors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows.

Motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

4. Centrally monitored Fire and Burglar Alarm System

The Facility will comply with all local fire code requirements.

The Facility will have a centrally monitored fire and burglar alarm system. This system will be fully functional at all times and prior to processing or cultivating medical marijuana at the Facility, should that occur.

At a minimum, this alarm will cover the perimeter of the Facility and will focus on those areas where medical marijuana is grown, produced, harvested, stored, packaged or

dispensed.

This alarm system will be monitored by a professional alarm company at all times.

This alarm system will be routinely inspected to insure that they are functioning properly.

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- The control panel shall be a UL listed burglar alarm control panel;
- The system shall report to a UL listed central monitoring station;
- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected and all devices tested annually by a qualified alarm vendor.

C. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the facility ingress/egress points, the exterior windows, offices, production areas, storage areas, cashiering areas and the product safe. The system will include at least one (1) holdup alarm for staff use. Finally, the system shall be inspected and all devices tested annually.

1. Panic Buttons and Internal Communications

Panic buttons will be installed.

There will be incoming phone lines and active telephone handsets with intercom capability: reception office, dispensary room, medical director's office, and the miscellaneous business office. Phones will be VOIP via broadband ISP.

2. Fire Security

The facility will comply with all local fire code requirements. The facility will have fire sprinkler systems. In addition, all rooms in each facility will be equipped with smoke detectors. ABC rated fire extinguishers are present in the facility.

3. Maintenance and Testing

All security-related systems will be routinely inspected to insure that they are functioning properly. This includes:

- Video surveillance equipment
- Third-party monitoring equipment and connections
- Alarm systems
- Sensors

- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the Department and appropriate oversight authorities.

III. POLICES & PROCEDURES FOR FACILITY SECURITY

A. Incident Management and Emergency Response

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate. Local agencies and enforcement authorities, GSAC will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and
- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified

as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary. They will be reviewed at least one every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

B. Outside Partnerships: Liaising with Community and Local Law Enforcement

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

C. Closing Procedures

After the close of business each day, GSAC closing procedures require that the alarms be set by the two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed medical marijuana and medical marijuana is secure and that the security alarms are set:

1. All exterior doors and interior rooms are locked.

2. The medical marijuana products are secured in the safe.

3. That the security alarms are set.

D. Preventing On-Site Consumption

GSAC shall not permit the consumption of medical marijuana at the registered premises in any form. All medical marijuana will be kept in a closed container that shall not be opened on the premises. Any medical marijuana or marijuana paraphernalia that shows evidence of the medical marijuana having been consumed or partially consumed will be reported to the Department and/or local Police Department. Smoke detectors will be installed at the Facility and routine monitor surveillance will be implemented to prevent the use of medical marijuana on the registered premises.

1. Suspicious Activity and Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Patients will be advised orally at their first visit of our no loitering policy as well as be given a patient handbook in which they are shown

the policy in writing. Noncompliance will result first in a warning, then in a suspension of purchasing privileges at our facility. Loitering by non-patients will result first in a warning from our staff or security guard, and then in notification of local law enforcement.

2. Ingress / Egress / Access

GSAC will secure the perimeter of the Facility to prevent unauthorized intrusion.

Windows and roof hatches of the Facility will be secured from the inside with bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. The windows and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the facility. Ingress will be allowed by means of a remote release operated from within the GSAC. In all cases, doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

Members, not including personnel, will enter the Facility through the GSAC's front entrance into a safety area. This safety area in law enforcement is sometimes called a "Sally Port." Entrance into the areas where medical marijuana is kept must be authorized. Members, not including personnel, must provide proper documentation in order to leave the Sally Port and enter into other areas of the Facility.

Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our facility; such persons: may include: law enforcement, political officials government administrators, medical, health, and social service professionals, and the media.

Besides the GSAC's management, employees, volunteers, vendors, contractors, and members, no one, other than law enforcement or City agents, may enter the restricted areas of the facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

No cultivation of Medical Marijuana at the Facility will be visible from any public or other private property, nor will Medical Marijuana or any product containing Medical Marijuana be visible from the exterior of the Facility.

All areas devoted to the cultivation of medical marijuana at the Facility will be secured and separated from public access, by locked interior doors and any other security measures necessary to prevent an unauthorized entry.

3. Preventing Theft & Non-Diversion

To prevent diversion of medical marijuana we will take the following measures:

1. Any personnel that are aware of any such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department.
2. All medical marijuana while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Medical Marijuana that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
3. No individuals who are not authorized to be on the premises will be allowed access thereby reducing the threat of theft or diversion of medical marijuana.
4. At the time of each purchase, GSAC will verify the status of the registered dispensary and/or medical marijuana patient in good standing with the Department.
5. Have the dispensary and/or medical marijuana patient agree not to distribute cannabis to non-patients;
6. Have the dispensary and/or medical marijuana patient agree not to use the cannabis for other than medical purposes;
7. Maintain dispensary and/or medical marijuana patient records on site or have them reasonably available in a secure filing cabinet;
8. Track when dispensary and/or medical marijuana patient licenses and/or permits expire;
9. Enforce conditions of purchasing by excluding those who are caught diverting cannabis for non-medical use;
10. Monitor transactions and program controls to see if a dispensary and/or medical marijuana patient is purchasing more than should be reasonable.
11. Implementing our state-of-the-art supply chain tracking system that follows every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;
12. Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern; and
13. Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by a background-checked employee to verify the accuracy of our computerized inventory management system.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

4. Incident Log

GSAC will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

5. Weapons

No person will be allowed to be in possession of any firearm while in the Facility, without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearms. Persons in possession of a firearm while on the premises of the GSAC must provide the City Manager and the Chief of Police, ten (10) days before bringing the firearm onto the Premises, with the following:

- A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearms.
- A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency.
- A copy of his / her California Driver's License or Identification Card.

IV. SECURITY OPERATIONS

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

A. Business Hours

Our cultivation and manufacturing facility shall not be open to the public. The facility will operate twenty-four (24) hours a day, seven (7) days per week. Deliveries will occur between the hours of 9:00 AM and 5:00 PM Monday through Friday. We shall permit only a registered director, officer, member, incorporator, agent, manager, employee, or

government or law enforcement official on the registered premises of the cultivationor manufacturing facility.

The hours of operation for the dispensary will be 9:00 AM to 7:00 PM, Sunday through Saturday. During these hours patients, caregivers and visitors will be verified and accepted.

Shipment receiving will be 10:00 AM to 5:00 PM, Monday through Friday.

Vending hours will be 10:00 AM to 2:00 PM, Monday through Friday.

B. Workforce Security

1. Staffing Structure and Current Employee Roster

A breakdown of the positions by title and job description is found in the Staffing Plan.

2. Background Checks

All employees shall be subject to a Fingerprint-Based Criminal History Records Check by the Police Department prior to their employment. The fingerprint check will include all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the Medical Marijuana Program as an "excluded felony offense." Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

An accurate and up-to-date employee list shall be maintained on the premises and shall be made available to the Chief of Police upon request. The employee list shall include the full name, residence address, telephone number, date of birth, social security number, and date of hire of each employee. The Chief of Police shall be notified within twenty-four (24) hours after discovering any of the following:

- Significant discrepancies identified during inventory.
- Diversion, theft, loss, or any criminal activity involving the facility or its operations, or any agent, officer, or employee of the business.
- The loss or unauthorized alteration of records related to Medical Marijuana or employees or agents of the business.
- Any other breach of security.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical marijuana laws and regulations,
- Patient privacy, confidentiality, and secure electronic record keeping,
- Procedures for patient reception and registration,
- Procedures for product sales, and
- Personal safety, fire safety, and crime prevention.

4. Personnel Records

GSAC will maintain personnel records for each employee, agent, or volunteer. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us. These records will include:

- Application
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Record of any disciplinary action taken against employee at any time during employment.

5. Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass-code.

C. Inventory Security

1. Sale

The inventory tracking and control system associates every product sold with a single transaction, a single patient or caregiver, and a single dispensary agent. All sales take place under camera surveillance that captures inventory movement as well as the faces and identifying features of the patient (or designated caregiver) making the purchase and the dispensary agent making the sale. See our Inventory Control Plan for details on our inventory tracking system.

2. Storage

All harvested medical marijuana will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes are will be waterproof from fire hoses and sprinklers

and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device(s) installed and connected to the facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

3. **Visibility**

   Medical marijuana or paraphernalia will not be visible from any public or other property not owned by us.

4. **Transport**

   GSAC does not plan to deliver medical marijuana to dispensaries.

   All drivers with incoming products or supplies will be required to be in contact with our facility at the origination of the transport process. We will keep all transportation documents computerized and ready for inspection, and will have appropriate commercial liability insurance that covers travel.

   Loading at the facility will also take place under the supervision of a security personnel or an authorized employee.

   For information on our inventory tracking system, see our Inventory Control Plan.

5. **Disposal of Unusable Marijuana by-product.**

   All usable parts of the plant will be used for production, this includes the buds (flowers) and sugar leaves (sweet leaf). All unusable medical marijuana by-products (fan leaves, roots, stems) shall be disposed of in a compost which will be located in a designated hazardous waste area.

   We shall report any stolen or lost medical marijuana by filing a police report by calling 911 or in person with the Police Department where our registered business resides either in person or in writing within twenty-four (24) hours of becoming aware of the theft or loss.

6. **Record Keeping**

   We will keep records complying with local, state, and federal laws and regulations regarding patient records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport authorization and control data (the "transit slip") during transport of medical marijuana. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the Department and authorities on request.

7. **Information Systems Security**

   Securing Data

   Our data and information are as valuable as our products. We will take both ordinary

and extraordinary measures to protect our information systems and keep our data secure. Ordinary measures are:

- Using virus protection, spam-filtering, and firewalls
- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups

We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on user security procedures.

All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our facility, all data remain safe and remotely accessible on our remote backup server.

Patient Health Information

Just as sensitive and important as our security system data and our inventory tracking data are our patient records. We take patients' privacy very seriously. Consequently, all the safeguards in place to protect and preserve our security data and inventory control data will also be employed to preserve patient information and prevent any breach of patient confidentiality, ensuring that the electronic storage, transmission, and retrieval of patient health information is secure.

Patient records will be stored in a database and encrypted at the OS level. All digital records will follow HIPAA and PCI regulations and guidelines.

EXHIBIT E

Odor Control Plan

Odor Management Plan

The Odor Management Plan for GSAC addresses and meets the requirements of Chapter 5.28.050 of the City of Greenfield Medical Marijuana Ordinance.

The proposed cultivation of medical cannabis could cause odors. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the cultivation site. The primary purpose of Odor Management Plan is to demonstrate how we will comply with the applicable environmental laws and regulations pertaining to cultivation facilities.

Closed Growing Environment

GSAC intends to use a Closed Growing Environment (CGE), or closed loop aeration system that keeps all environmental conditions contained within a production room, as opposed to an open aeration system that brings in air from outside at its facilities. In a CGE setup, each room, where plants are stored or processed, is sealed from the others, bringing in no outside air. There are no air vents pushing air to the outside or vents pulling air in.

The CGE setup provides the ability to manually control a production room's environment, creating ideal plant conditions to foster plant growth, avoid problems associated with an open aeration setup and sustain our environmental objectives. These enclosed interior environments are not affected by outside conditions, providing a barrier to contain odor within our facility and control pests from entering from outside our facility. The ability to provide plants with an optimal temperature, humidity and CO_2 levels can have a large impact on crop yield and quality while minimizing impact to the environment.

The treatment of air in a CGE setup also helps avoid odor related security and nuisance problems. Cannabis produces heavy odors due to evaporation of volatile terpenoids. As such, in order to have minimal impact to the outside and inside environment and produce more robust plants, GSAC intends to use this system of air circulation and scrubbing air.

"Scrubbing" and Treatment of Air

Before leaving the production room, the air will run through a series of active carbon filters, through which odors are "scrubbed" from the air. The carbon filters are connected to the exhaust fans to scrub the air. Carbon filters (or scrubbers) pull odor out of the air that passes over them, thus creating odorless air. Additionally, we will be using the Boss Odor Hydroxyl which is designed for heavy concentration processing in the greenhouses. See attachment of unit with description below.

The carbon filters and boss units come in various sizes and will be spec'd based on the indoor room/greenhouse size and CFM. The amount of CFM each carbon filter can pull will determine the size and amount of carbon filters we will use per room. Carbon filters will also be located in the post processing areas such as the dry and curing rooms,

trim room, extraction room, laboratory and packaging area. Virtually anywhere that the product is processed there will be air scrubbers.

The air is conditioned with humidifiers, dehumidifiers and air conditioning.

Ducting

Carbon Filter

BOSS™

HYDROXYL ODOR PROCESSOR

BOSS™

THE ODOROX® BOSS™ IS THE RIGHT CHOICE FOR THE PROFESSIONAL FIRE AND WATER DAMAGE RESTORATION CONTRACTOR. IT CAN DEODORIZE AND DECONTAMINATE UP TO 2000 SQ.FT.

The Odorox® Boss™ is designed for heavy concentration processing and operates using only 1.9 Amps. The Boss™ is equipped with a selector switch for 1 or 2 Odorox® hydroxyl generating optics and a washable filter. The built-in fan is adjustable from approximately 250 to 500 cfm which makes this unit very versatile. Turn the fan to low to deodorize small areas such as cars, RVs, boats, bedrooms or offices. This setting is also ideal for tenting damaged contents on-site. Turn the fan to high and you have the ability to treat larger areas such as basements, homes and businesses.

SPECIFICATIONS

Dimensions	12.1" x 18.5" x 25"(307mm x 470mm x 635mm)
Weight	35lbs, 16kg
Power	120V @ 1.9 Amps
Control	Speed Control / Selector Switch
Meter	1/10 quartz hour meter
Mobility	Handle / Rubber feet Optional Wheeled cart
Finish	Bronze powder coat
Noise Level	<55 dBA
Number of Optics	2
Air inlet / Outlet	Louvered panel/6" (152.4mm) Rectangle
Fans & Rating	One 630 CFM
Filter	One 9" x 18" x 1" (228.6mm x 457.2mm x 25.4mm), Washable
Certification	ETL Canada/US - CSA & UL Standards Meet or Exceed EPA - OSHA Standard & Guidelines Residual O^3/Non-accumulative

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City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: November 4, 2016

AGENDA DATE: November 15, 2016

TO: Mayor and City Council

FROM: Mic Steinmann, Community Services Director

TITLE: **ADOPTION OF ORDINANCE APPROVING A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE**

AUTHORITY AND PROCEDURES

Development agreements are authorized under chapter 16.37 of the municipal code pursuant to the authority of State Government Code section 65865 *et seq*. Development agreements must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100) The Planning Commission is responsible for holding public hearing on a proposed development agreement and recommending to the City Council that it approve, conditionally approve, or disapprove the development agreement. (Section 16.37.090)

BACKGROUND AND ANALYSIS

Regulatory Permit: Chapter 5.28 of the municipal code authorizes the issuance by the City Council of medical marijuana regulatory permits. On June 14, 2016, the City Council approved issuance of medical marijuana cultivation and manufacturing regulatory permits to Greenfield Organix, Inc., (located at 900 Cherry Avenue), subject to a number of conditions of approval, including execution of a development agreement.

Planning Commission Recommendation: The Planning Commission held public hearing on the proposed development agreement on October 4, 2016 and again on October 13, 2016. The

Planning Commission unanimously adopted Resolution 2016-14 recommending the City Council approve the proposed development agreement with Greenfield Organix, Inc.

City Council Introduction of Ordinance Approving Development Agreement: On October 25, 2016, the City Council held public hearing and introduced an ordinance approving a development agreement with Greenfield Organix, Inc. The City Council made findings that (1) the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans; (2) the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole; (3) the development agreement will promote the orderly development of property or the preservation of property values; and (4) all requirements of the California Environmental Quality Act have been met.

BUDGET AND FINANCIAL IMPACT

Approving the proposed development agreement will result in significant additional revenue flowing to the City's general fund once the proposed medical marijuana cultivation and manufacturing facilities are operational. At this time it is premature to estimate with certainty the amount of additional general fund revenue; however, it is anticipated to be significant.

RECOMMENDATION

Consistent with the recommendation of the Planning Commission and action by the City Council at its October 25, 2016, public hearing, it is recommended the City Council waive reading and adopt the attached ordinance approving a development agreement with Greenfield Organix, Inc., for the development and use of the property at 900 Cherry Avenue for medical marijuana cultivation and manufacturing uses.

PROPOSED MOTION

I MOVE THAT THE CITY COUNCIL WAIVE READING AND ADOPT ORDINANCE #520, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR THE OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE.

CITY OF GREENFIELD CITY COUNCIL
ORDINANCE NO. 520

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR THE OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE

WHEREAS, Section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having a legal or equitable interest in real property for the development of property; and

WHEREAS, Section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

WHEREAS, Sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

WHEREAS, Section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of a regulatory permit or permits for medical marijuana cultivation and manufacturing facilities authorized under Chapter 5.28 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield has approved issuance of a medical marijuana regulatory permit to Greenfield Organix, Inc., for medical marijuana cultivation and manufacturing facilities on property located at 900 Cherry Avenue; subject to approval of a development agreement as referenced in section 5.28.090 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield Planning Commission held public hearing on the proposed development agreement with Golden State Alternative Care, Inc., on October 4, 2016, and at a special meeting on October 13, 2016, and by resolution recommended the City Council approve the proposed development agreement with Greenfield Organix, Inc., for the development and operation of medical marijuana cultivation and manufacturing facilities at 900 Cherry Avenue; and

WHEREAS, it is the desire of the City of Greenfield City Council to enter into a development agreement with Greenfield Organix, Inc. and the owner of said property for the establishment and operation of such facilities; and

WHEREAS, the proposed development agreement was heard, reviewed, and discussed by the City of Greenfield City Council at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Greenfield has considered all written and verbal evidence regarding the proposed development agreement and has made the following findings:

1. FINDING: That the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

    a. The proposed medical marijuana cultivation and manufacturing facilities are allowed uses in the Light Industrial (I-L) zoning district.

    b. The proposed project complies with all commercial development standards for the Light Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the zoning code, including but not limited to requirements for minimum lot area, maximum lot coverage, building setbacks, building height limits, landscaping, resource efficiency, lighting, parking performance standards, and signage.

    c. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. It also encourages the redevelopment and reuse of vacant and/or underutilized commercial buildings. The proposed project utilizes a light industrial zoned property that is occupied by a residential unit surrounded by a primarily vacant and under-utilized site for a new commercial business.

    d. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will develop multiple greenhouse and manufacturing facilities that are of the scale and intensity appropriate for a light industrial development. The new development will consist of buildings that are of a size and height similar to adjacent and nearby industrial buildings.

    e. The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with long-term economic development goals. The proposed project brings a new industry to the City that will provide new jobs to promote economic development and further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to do because of budget limitations and insufficient revenues.

2. FINDING: That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.

a. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

b. The construction of a steel security fence around the perimeter of all buildings where medical marijuana is cultivated, manufactured, stored, processed, and handled will provide increased security for the site and the materials and products stored, cultivated, and manufactured in the facility.

c. A video surveillance system will be installed to monitor all exterior areas of the property, all site and building entrances and exits, and all interior spaces of the building, thereby providing additional security for the entire property.

d. Security guard services will be provided 24 hours a day, 7 days a week.

e. The facility will not be open to the general public and no direct sales or product distribution will be made to the general public.

f. The development agreement includes provisions for public outreach and education programs to promote the public welfare and operational and security plans to ensure the facility is operated in a safe and legal manner.

3. FINDING: That the development agreement will promote the orderly development of property or the preservation of property values.

a. The proposed development is infill development that will intensify land uses through the redevelopment of vacant and underutilized commercial sites.

b. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

4. FINDING: All requirements of the California Environmental Quality Act have been met.

a. If a project is subject to several discretionary approvals, for purposes of CEQA the "project" refers to the totality of the development project and not to each separate governmental approval (CEQA Guidelines section 15378). For purposes of the required CEQA discussion and analysis, the project under review includes the issuance of regulatory permits and conditional use permits, approval of development agreements, and tentative map and final map approvals for subdivision of certain specified property.

b. An Initial Study was completed for this project, dated April 20, 2016, using the "tiering" provisions of CEQA (CEQA Guidelines section 15152), wherein lead agencies are encouraged to use the analysis contained in EIRs for broader projects (i.e., a general plan EIR) as part of the analysis for subsequent specific projects. Section 15152(e) notes that tiering must be limited to situations where a project is consistent with the general plan and zoning. Pursuant to findings discussed

above, the proposed project is consistent with the General Plan Light Industrial land use designation and with the applicable Light Industrial zoning development standards. This consistency enables the application of tiering provisions. The 2005 City of Greenfield General Plan Final EIR (General Plan EIR) examined potential impacts of the 2005 General Plan, including future development of the site with Light Industrial uses. Consequently, where prudent and applicable, information contained in this Initial Study is tiered from the General Plan EIR to avoid redundancy and streamline the analysis process for the proposed project.

c. The analysis methodology in the Initial Study also considered the streamlining provisions contained in section 15183 of the CEQA Guidelines, which address projects that are consistent with an established density for the site. CEQA mandates that "projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." The Initial Study for this project focused on evaluating whether there are project-specific impacts that are peculiar to the project or the project site. Pursuant to findings discussed above, the proposed project is consistent with the Light Industrial land use designation and consistent with applicable Light Industrial zoning development standards. Therefore, where appropriate, the discussion of proposed project impacts in the Initial Study was limited as mandated in CEQA Guidelines section 15183.

d. Section 15183 is particularly relevant for assessment of the incremental cumulative impacts of the proposed project, especially where such impacts were found to be significant and unavoidable in the General Plan EIR. The General Plan EIR identified several significant and unavoidable impacts for which the City approved Statements of Overriding Consideration. In these cases, the analysis in the Initial Study concluded that the proposed project contribution to these significant and unavoidable cumulative impacts was already identified in the previous EIR. This approach is consistent with CEQA Guidelines section 15183(c) which states, "if an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, as contemplated by subdivision (e) below, then an additional EIR need not be prepared for the project solely on the basis of that impact."

e. The Initial Study prepared for this project found that with the inclusion of two conditions of approval identified in the Initial Study, the proposed project would not have significant environmental impacts. Those conditions require a pre-construction survey be conducted to determine whether protected nesting birds are present prior to the start of construction, and that a historic resource assessment of the existing residence be conducted. (Note: The historic resource assessment has

since been completed and concluded the existing residence does not have any historical significance.)

f. The Initial Study found that all potentially significant impacts were analyzed adequately in the earlier General Plan EIR and have been avoided or mitigated pursuant to that earlier EIR or are addressed through conditions of approval that can be imposed on the proposed project. Therefore, no further environmental review is required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES ORDAIN AS FOLLOWS:

Section 1. That the development agreement with Greenfield Organix, Inc., be approved and adopted by ordinance substantially in the form of the agreement attached hereto.

Section 2. Effective Date: This Ordinance shall take effect thirty (30) days from and after its passage and adoption by the City Council of the City of Greenfield.

INTRODUCED at a regular meeting of the City Council of the City of Greenfield held on the 25th day of October, 2016.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 15th day of November, 2016, by the following vote:

AYES, and all in favor, thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

_____
John P. Huerta, Jr., Mayor

Attest:

_____
Ann F. Rathbun, City Clerk

RECORDING REQUESTED BY:

CITY OF GREENFIELD

When Recorded Mail To:

City Clerk
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF GREENFIELD

AND

GREENFIELD ORGANIX

THIS DEVELOPMENT AGREEMENT (this "Agreement" or this "Development Agreement") is made and entered in the City of Greenfield on this ____ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (hereafter "City") and Greenfield Organix, a California Corporation, (hereafter "Developer") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a "Party," and are collectively referred to as "Parties."

RECITALS

A. California Government Code §§65864 et seq. ("Development Agreement Statute") and Chapter 16.37 of the Greenfield Municipal Code (hereafter "Chapter 16.37") authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer owns certain real property ("the Property") consisting of approximately 4.85 acres of land located at 900 Cherry Avenue in the City of Greenfield, also known as Monterey County APN 109-162-010, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference.

C. Chapter 5.28 of the Greenfield Municipal Code (hereafter "Chapter 5.28") establishes a regulatory permit for medical marijuana facilities ("Regulatory Permit"), and prohibits the operation of a medical marijuana facility without first obtaining such a permit.

D. Developer proposes to develop the Property to be used for medical marijuana cultivation and manufacturing ("the Project").

E. Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit ("Administrative Regulations").

F. The Project is an allowed use in the Light Industrial (I-L) zoning district, and the Project complies with all commercial development standard for the Light-Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the Greenfield Municipal Code.

G. Developer has applied for, and City has approved, various approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2016-48). All such approvals collectively, together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the "Project Approvals."

H. City and Developer desire the timely, efficient, orderly and proper development of the Project.

I. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan and has been reviewed and evaluated in accordance with the Development Agreement Statute and Chapter 16.37.

J. City and Developer have reached agreement and desire to express herein a Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein.

K. Pursuant to Development Agreement Statute, City has agreed that, except as provided for by this Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

L. In addition, the parties intend that this agreement satisfy the requirements of section 5.28.090, which requires those operating a medical marijuana facility pursuant to a Regulatory Permit to enter into a "development agreement" setting forth " the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

M. On _____, 2016, the City Council of the City of Greenfield adopted Ordinance No. ___ approving this Development Agreement ("the Approving Ordinance"). The Approving Ordinance shall take effect on _____ ("the Approval Date").

N. In the Approving Ordinance the City Council made findings that all requirements of the California Environmental Quality Act have been meet.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property

1.1. The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer

2.1. The Developer has a legal interest in the Property in that it is the Owner of the property.

3. Relationship of City and Developer

3.1. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term

4.1. Effective Date. The effective date of this Agreement shall be the Approval Date.

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement.

5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer is vested into without an additional amendment of this Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Medical Marijuana. The operation of medical marijuana facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Developer the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Agreement only "vests" those regulations expressly mentioned in Government Code section 65866. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Developer shall be responsible for continuously maintaining its Regulatory Permit. Developer acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code section 5.28.120. Nothing in this Agreement shall prevent the City from denying or conditionally approving the

renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approval. Although title 17 of the Greenfield Municipal Code does not specifically identify medical marijuana facilities as allowed uses in any specific zoning district, Greenfield Municipal Code section 5.28.160 identifies the zoning districts in which medical marijuana facilities are allowed. Medical marijuana facilities where cultivation and/or manufacturing occur, without an accompanying dispensary, may only be located in a light industrial (I-L), heavy industrial(I-H) or agricultural research and development overly (RDO) zoning district.

6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of the Agreement.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether date of approval is prior to or after the date of this Agreement.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date of this Agreement to ensure that the operation of the Marijuana Operation is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements may not be in conflict with those applicable to the Property as set forth in this Agreement if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent, impose a substantial financial burden on, or materially delay development of the Property as contemplated by this Agreement and the Project Approvals and (b) if such ordinances, resolutions, rules, regulations or official policies have general applicability.

7.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code § 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Fees. Developer agrees to pay all permit fees and charges required by Greenfield Municipal Code section 5.28.089, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and regulatory renewal fees. Developer shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Application Fees. Any existing application, processing, renewal and registration fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement.

8.3. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

8.4. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.5. Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

9. Community Benefits

9.1. Fee. In exchange for the vested rights provided pursuant to this Agreement, Developer shall make the contribution required by this paragraph (the "Community Benefits Fee"). Developer expressly agrees that it shall pay the Community Benefits Fee as long as the Project remains in existence and a marijuana facility is operating on the Property. The first payment will be due three months after the first harvest but no later than ten (10) months after the City has issued a Building Permit for construction of the project as shown in Exhibit B. Such obligation shall survive the expiration of this Agreement. City and Developer agree that Developer's will receive a credit against its obligation to pay the Community Benefits Fee equal to the amount it pays in the form of a generally applicable tax on marijuana facilities such as the Project.

9.1.1 The amount of the Community Benefits Fee shall be equivalent to the tax that would be payable were the proposed ordinance imposing a Cannabis Business Tax that the City Council approved, subject to voter approval, on July 26, 2016 ("the Tax Ordinance"), in effect. The manner of payment of the Community Benefits Fee, reporting and other particulars governing the payment shall be as specified in the Tax Ordinance for the tax. The Tax Ordinance imposes a tax per square foot of canopy space authorized by each Regulatory Permit. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

10. Compliance with Chapter 5.28 of the Greenfield Municipal Code

10.1. Greenfield Municipal Code section 5.28.090 provides as follows:

"Development agreement.

Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each medical marijuana facility shall enter into a development agreement with the city setting forth the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

10.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary "development agreement" authorized by the Chapter 16.37 of the Greenfield Municipal Code and Development Agreement Statute , into which the City and Developer are entering. Nonetheless, the parties intend to use this Agreement, and in particular this Section 10 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

10.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer agrees to operate the medical marijuana facility on the Property pursuant to the terms and conditions set forth in the operating conditions attached hereto as Exhibit C, and incorporated herein by reference.

10.4. Developer agrees that its failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code.

10.5. Developer's Regulatory Permit authorizes Developer to cultivate a certain square footage of canopy space. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

11. Security Plan

11.1. The issuance of a Regulatory Permit is conditional upon installation of a security plan described in Section 2 in Exhibit C approved by the Police Chief as shown in Exhibit D. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system.

Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by Section 2 of Exhibit C will not be made public, except when required by law.

12. Odor Control Plan

12.1. The issuance of a Regulatory Permit is conditional upon the marijuana operator providing a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises or anywhere on the adjacent property or public right-of-way. As such Marijuana Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the medical cannabis facilities' interior and exterior so the odors generated inside the medical cannabis facility are not detectable outside the medical cannabis facility. Developer acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

13. Amendment or Cancellation

13.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37.

13.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37.

13.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in section 4.2; (b) the permitted uses of the Property as provided in section 5.2; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City

Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall determine whether a reservation or dedication is "significant".

13.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer; or (g) public improvements to be constructed by Developer shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37.

14. Annual Review

14.1. Review Date. The annual review date for this Agreement shall be between September 15 and October 15, 2017 and thereafter between each September 15 and October 15 during the Term.

14.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under section 16.37.140 of the Greenfield Municipal Code, by giving to Developer thirty (30) days' written notice that the City intends to undertake such review. Developer shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Agreement. The burden of proof by substantial evidence of compliance is upon the Developer.

14.3. Staff Reports. To the extent practical, the City shall deposit in the mail and fax to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

14.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

15. Default

15.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

15.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

15.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. Estoppel Certificate

16.1. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any party may rely on such deemed certification.

17. Severability

17.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

18. Attorneys' Fees and Costs

18.1. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

19. Transfers and Assignments

19.1. The Developer shall not transfer, delegate, or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of the City. Any assignment, delegation, or assignment without the prior written City consent of the other parties to this Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, or assignment is made is issued a Regulatory Permit as required under chapter 5.28 of the City's municipal code.

20. Agreement Runs with the Land

20.1. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy

21.1. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification

22.1. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

22.2. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's registration or operation of a medical marijuana facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Agreement, the Project Approvals, and/or the associated regulatory permit(s) for the Project.

23. Insurance

23.1. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than four million dollars ($4,000,000.00) with a One Hundred Thousand Dollar ($100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 20.1 and 20.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy.

The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. Notices

24.1. All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

24.2. Notices required to be given to Developer shall be addressed as follows:

Greenfield Organix
26555 Carmel Rancho Blvd., Suite 3
Carmel, CA 93923
Attn.: Salvatore Palma

24.3. A party may change address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

25. Agreement is Entire Understanding

25.1. This Agreement constitutes the entire understanding and agreement of the parties.

26. Exhibits

26.1. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A	Legal Description of Property
Exhibit B	Site and Floor Plan of the Project
Exhibit C	Operating Conditions
Exhibit D	Security Plan
Exhibit E	Odor Control Plan

27. Counterparts

27.1. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

28. Recordation

28.1. The City shall record a copy of this Agreement within ten (10) days following execution by all parties.

[***Execution Page Follows***]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY	DEVELOPER
City of Greenfield	Greenfield Organix
By: _____ City Manager	By: _____ Salvatore Palma, Owner

Attest:

_____
City Clerk

Approved as to form

_____
City Attorney

2691992.1

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of Property

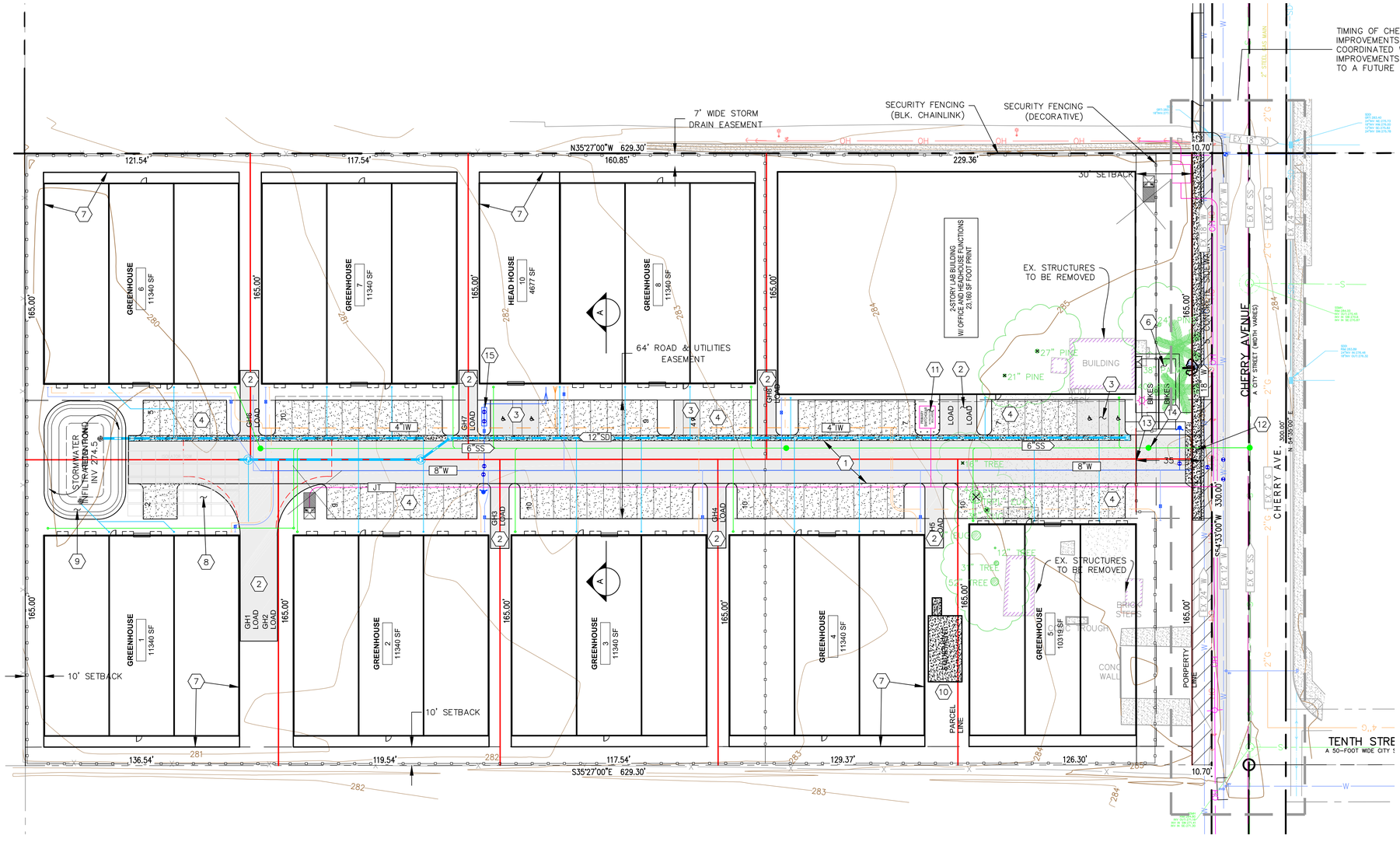
Real property in the County of Monterey, State of California, described as follows:

Lot 260, as said Lot is designated upon that certain Map entitled, “Map of the Clark Colony, Monterey County, Calif., Surveyed by H. B. Fisher, Surveyor & C.E., 1905,” filed July 19, 1905 in Volume 1, Maps of “Cities and Towns” at Page 64, in the Office of the County Recorder of the County of Monterey, State of California.

APN: 109-162-010

Exhibit B

Site and Floor Plan of the Project



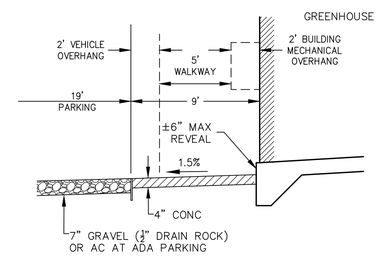
CONSTRUCTION KEYNOTES:

1. ASPHALT CONCRETE TRAVEL WAY
2. LOADING AREA
3. ACCESSIBLE PARKING
4. GRAVEL PARKING AREAS
5. ASPHALT CONCRETE PEDESTRIAN WALKWAY
6. BIKE PARKING
7. GREENHOUSE CONCRETE PAD. TYPICAL SIZE 105' X 115'. BUILDING OUTLINE SHOWN FOR REFERENCE ONLY. S.A.D. FOR GREENHOUSE DESIGN
8. UNDERGROUND STORM WATER RETENTION CHAMBERS
9. RETENTION BASIN
10. CONCRETE PAD FOR EQUIPMENT, INCLUDING TRANSFORMERS AND BUTANE TANKS
11. JOINT TRENCH PRIMARY PANEL, INSTALLED BY OTHERS
12. DRIVEWAY IMPROVEMENTS PER CITY OF GREENFIELD STANDARD DETAIL
13. GATE
14. SEWER MANHOLE WITH METERING DEVICE
15. DOMESTIC WATER DOUBLE DETECTOR CHECK VALVE WITH METER (SERVICE TO SITE RO SYSTEM)

GRAVEL PARKING AREAS

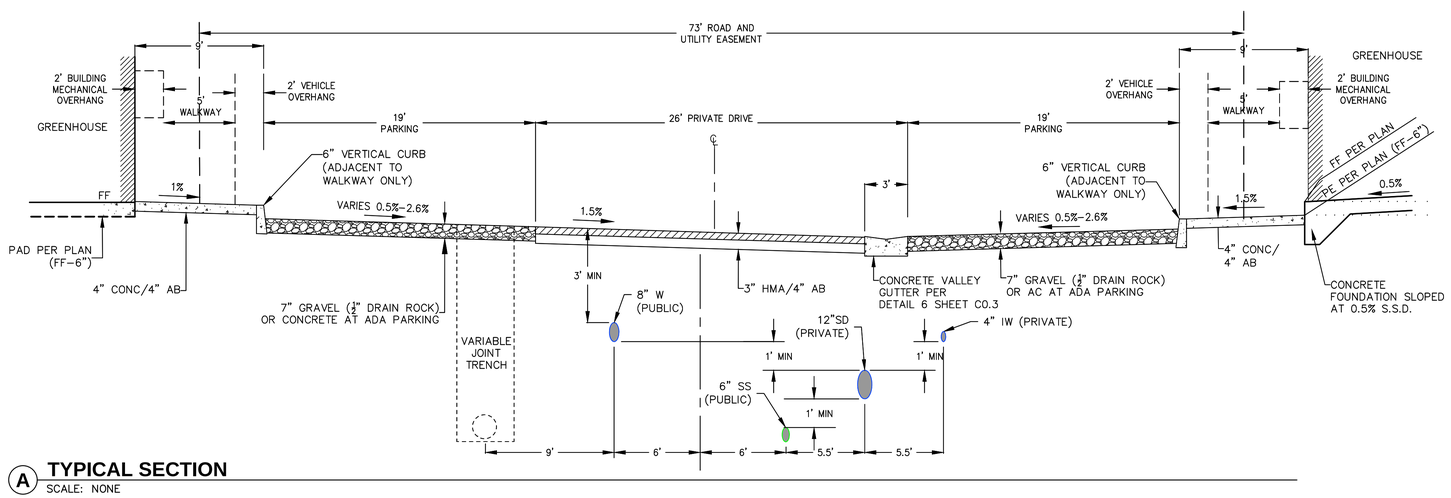
ASPHALT ROADWAY

CONCRETE PEDESTRIAN WALKWAY



FLUSH WALKWAY OPTION

SCALE: NONE



A TYPICAL SECTION

SCALE: NONE

30 0 30 60 90 Feet

SCALE: 1" = 30'

NOT FOR CONSTRUCTION

DIGALERT 811

REVISIONS: NO. | BY: | DATE: | DESCRIPTION:

DATE: 9/1/16 | SCALE: 1"=30' | ENGR: CMW | JOB NO: 3457.00

REGISTERED PROFESSIONAL ENGINEER RICHARD P. WEBER No. 52219 CIVIL STATE OF CALIFORNIA

WHITSON ENGINEERS
9699 Blue Larkspur Lane ▪ Suite 105 ▪ Monterey, CA 93940
831 649-5225 ▪ Fax 831 373-5065
CIVIL ENGINEERING ▪ LAND SURVEYING ▪ PROJECT MANAGEMENT

GREENFIELD ORGANIX

CITY OF GREENFIELD | CALIFORNIA

900 CHERRY AVENUE

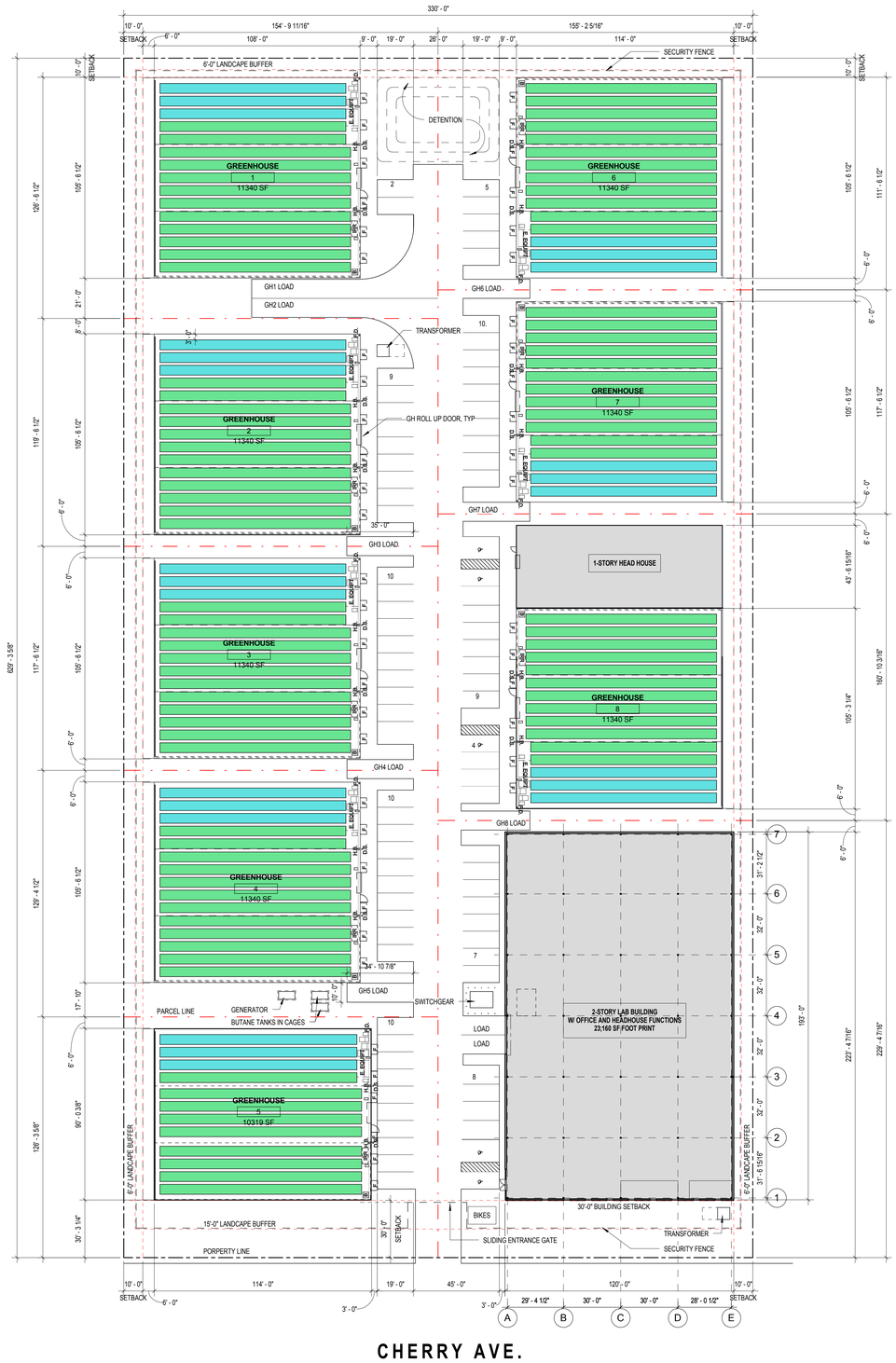
SITE PLAN

APN 109-162-010

SHEET C1.1 OF 5

T:\Monterey Projects\3457 - Greenfield-Cherry Ave\CIVIL\PLANSET\3457 PLANS.dwg Sep 29, 2016 - 2:27pm

GREENHOUSE (20% VEG / 80% FLOWER)
FLOWER
VEG



1F SITE PLAN
SCALE: 1" = 30'-0"

PROJECT NAME
GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS
900 CHERRY
GREENFIELD, CA
93927

VALERIO DEWALT TRAIN

ARCHITECT

VALERIO DEWALT TRAIN ASSOCIATES, INC.
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PALO ALTO, CALIFORNIA 94301
650.561.7000
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PROJECT TEAM | **ARCHITECT STAMP**

DAVID RASCHE
CHRISTINE ROSENBERG
ROMINA TONUCCI
HANNAH AMBROSE

VDTA PROJECT NUMBER

CONSULTANT

CONSULTANT PROJECT NUMBER

ISSUE		
NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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SHEET TITLE
SITE PLAN

SHEET NUMBER
A0-01

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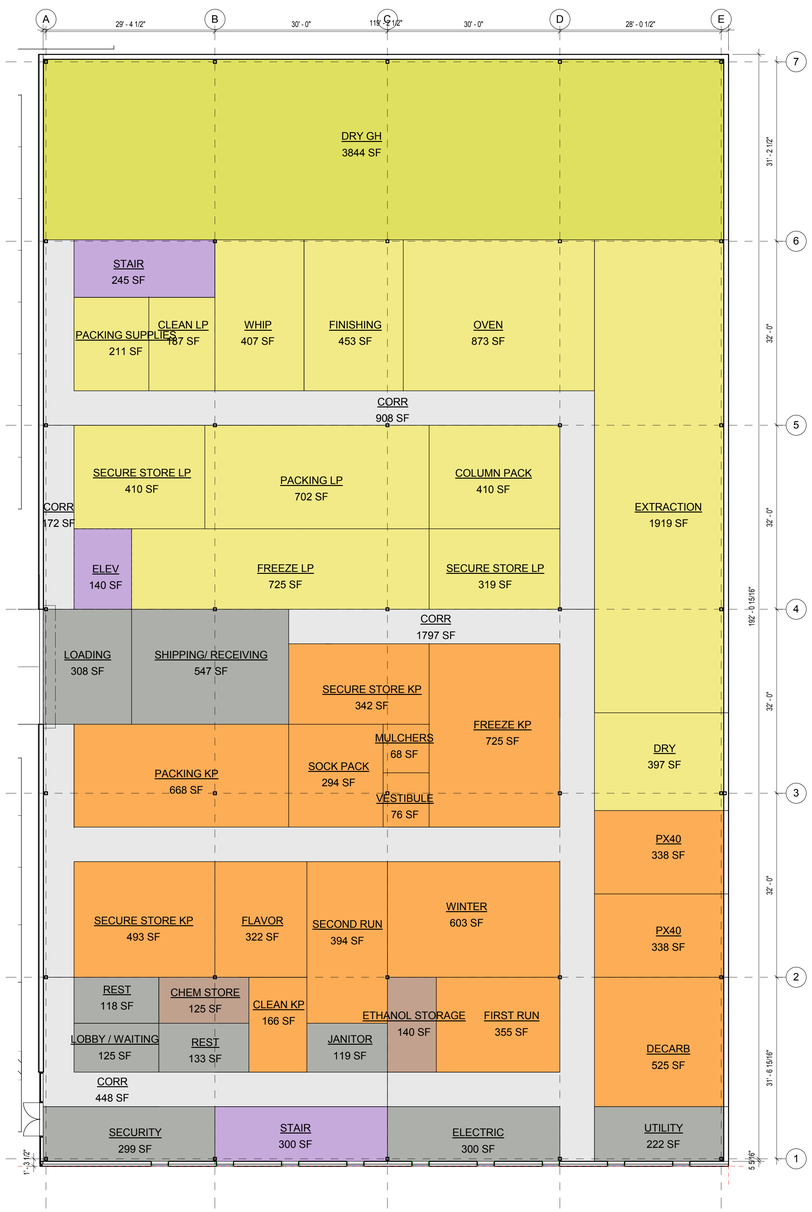
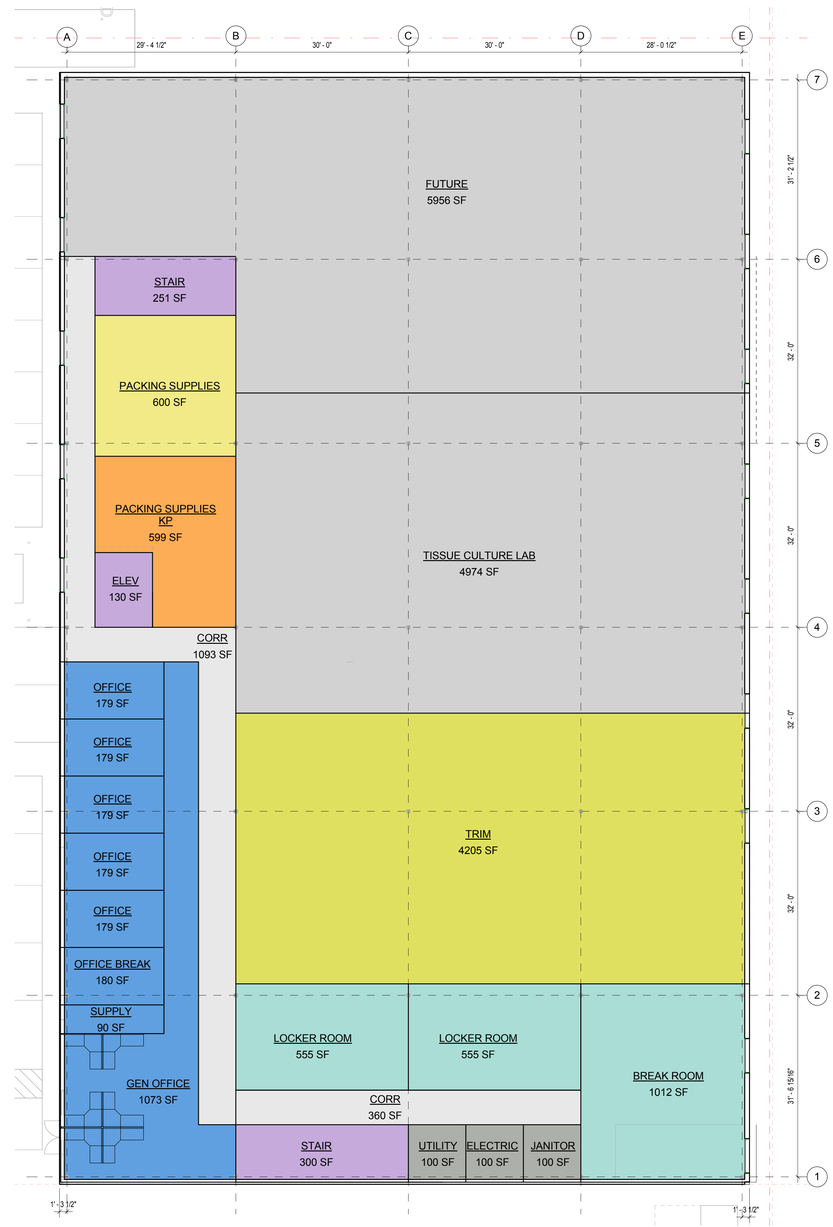


1A LEVEL 1 FLOOR PLAN PROGRAMMING
SCALE: 3/32" = 1'-0"



1G LEVEL 2 FLOOR PLAN PROGRAMMING
SCALE: 3/32" = 1'-0"

PROJECT NAME

GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS

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CONSULTANT PROJECT NUMBER

ISSUE

NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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SHEET TITLE

LAB BUILDING FLOOR PLANS

SHEET NUMBER

A1-01

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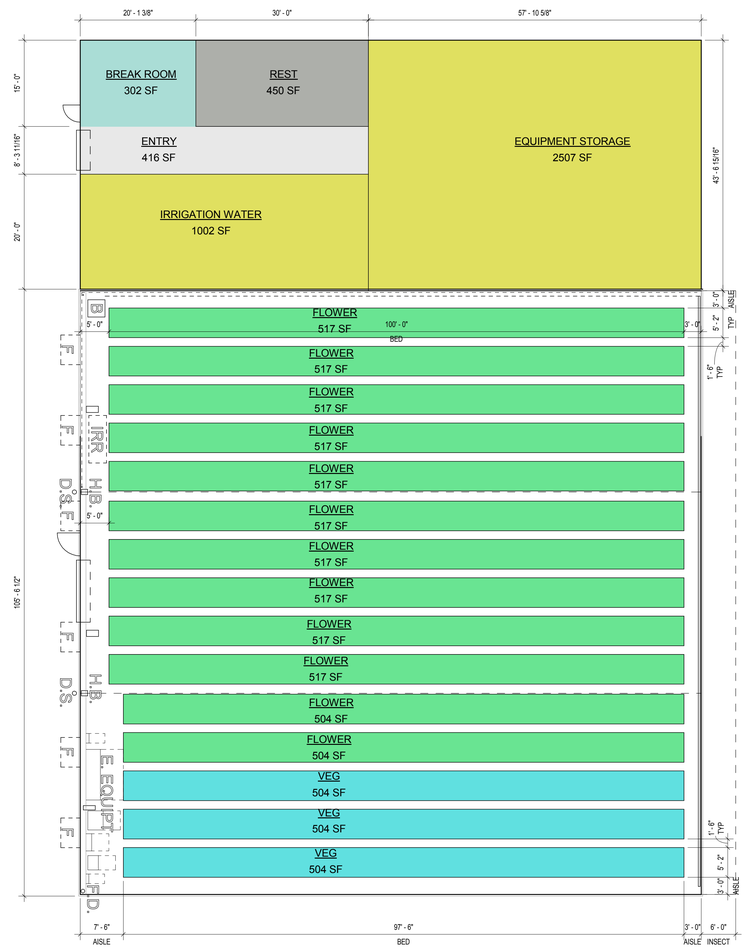

1H HEAD HOUSE & TYPICAL GREENHOUSE FLOOR PLAN

SCALE: 3/32" = 1'-0"

9/30/2016 2:29:47 PM

PROJECT NAME

GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS

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ARCHITECT

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1	OWNER REVIEW	09/22/2016
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SHEET TITLE

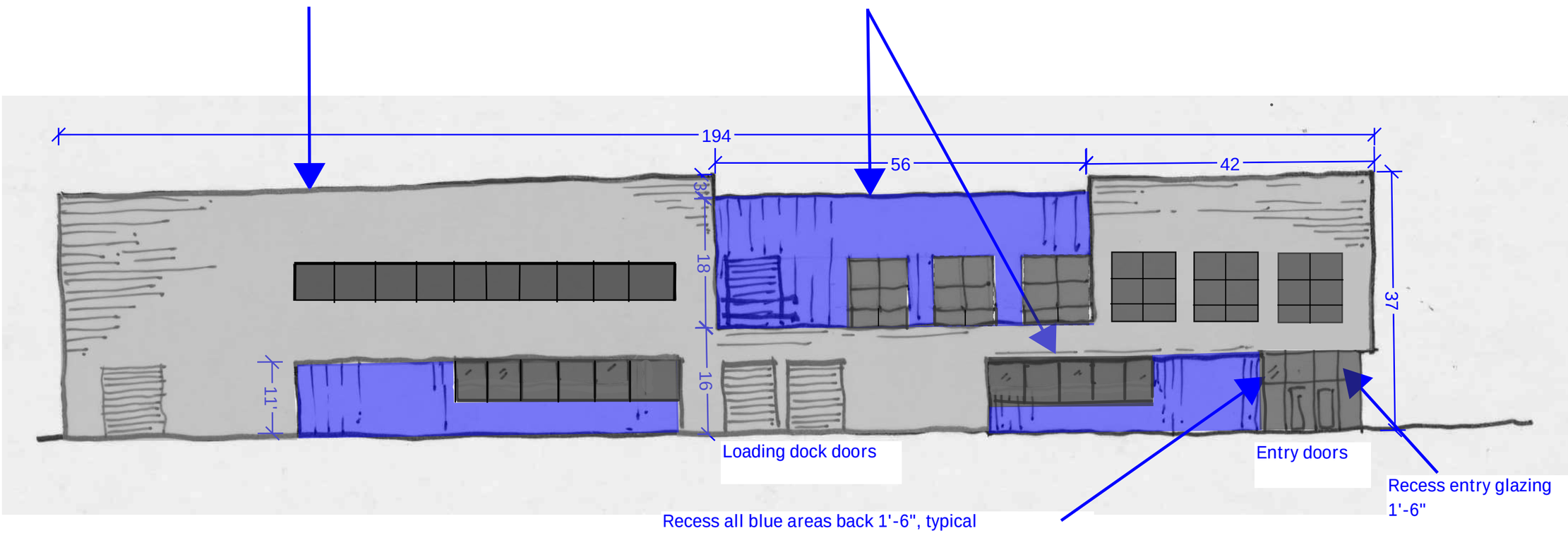
HEAD HOUSE & TYPICAL GREENHOUSE PLAN

SHEET NUMBER

A1-02

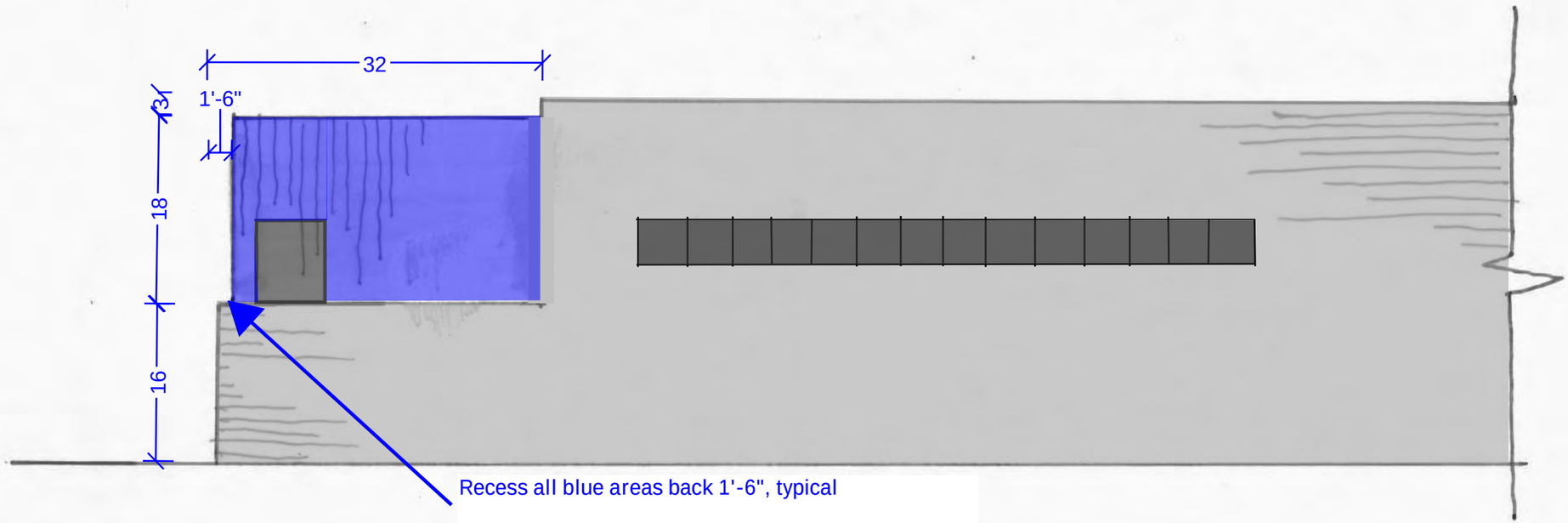
Horizontal metal panel, narrow rib, grey color

vertical metal panel, wide rib, color to be blue



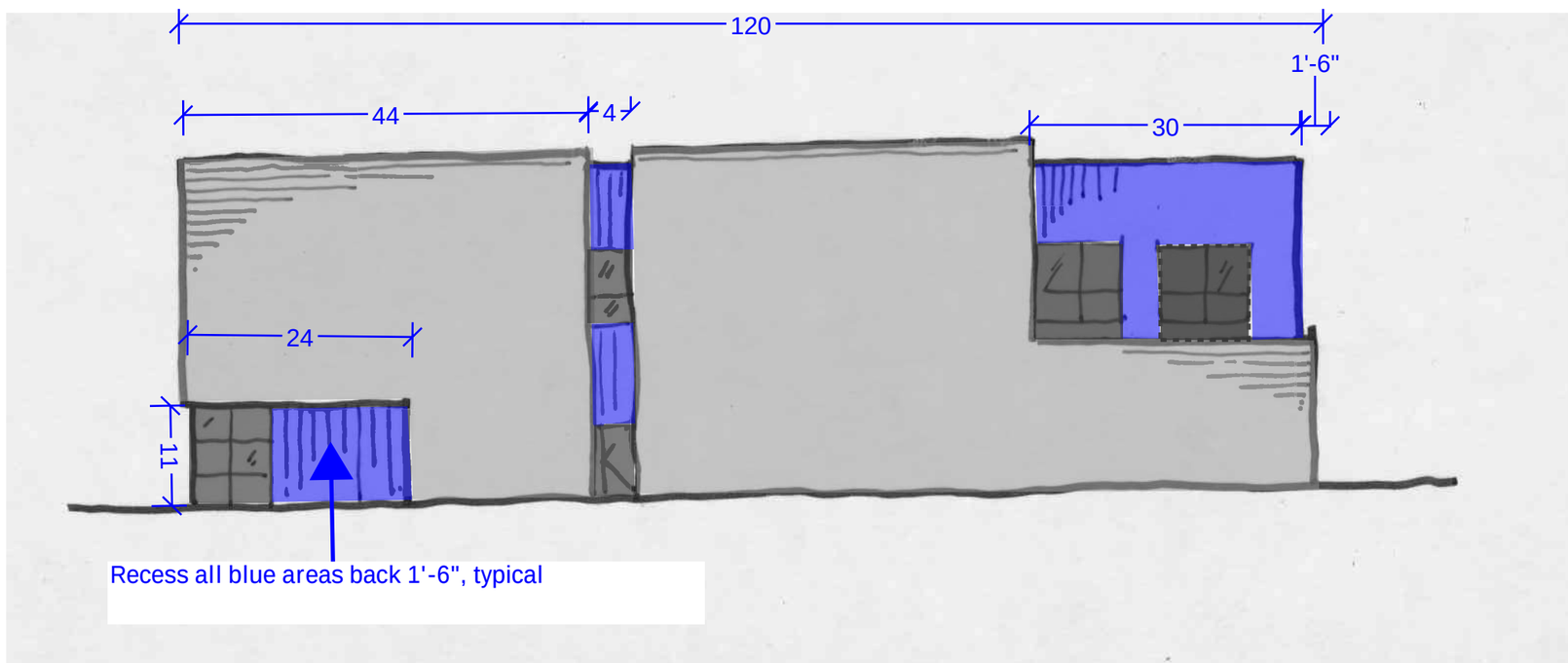
West Elevation (facing parking)

LPF Cherry Elevations
VDTA
9/29/2016



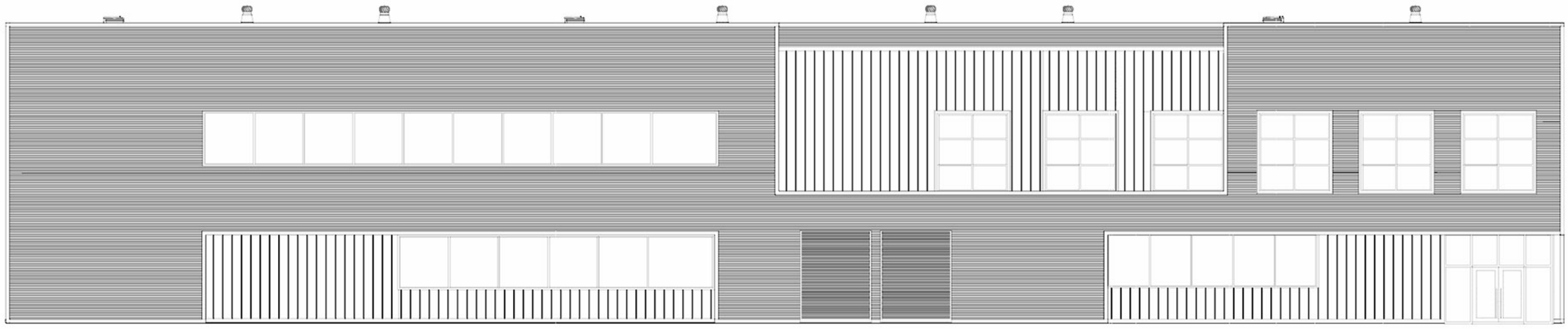
Partial East Elevation
(on west lot line)

LPF Cherry Elevations
VDTA
9/29/2016

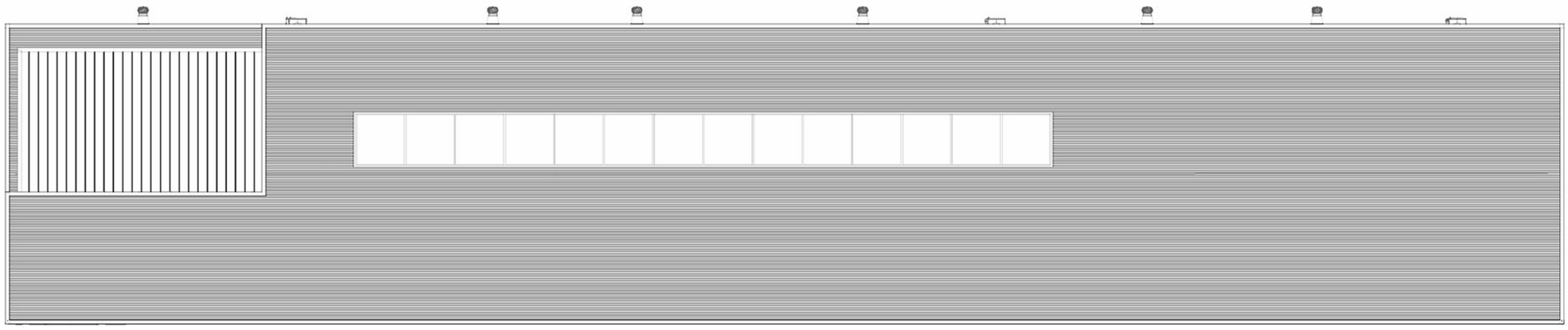


South Elevation (Cherry Street)

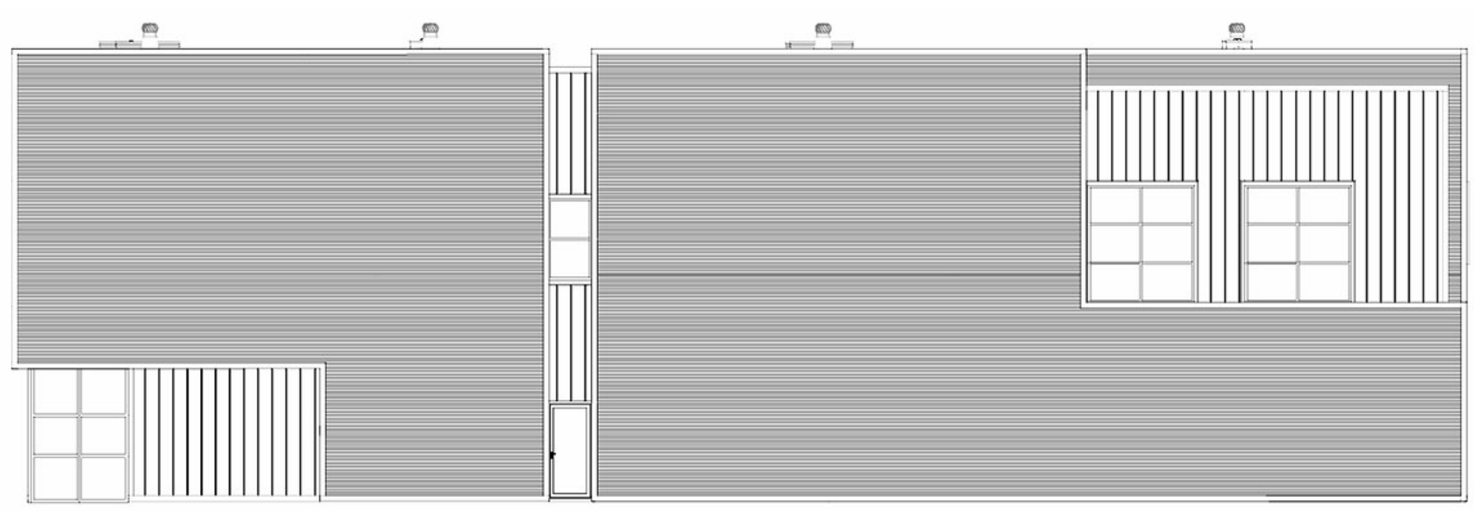
LPF Cherry Elevations
VDTA
9/29/2016



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

NORTH ELEVATION

EXHIBIT C

Operating Conditions

Developer agrees to comply with the following additional conditions pursuant to Section 5.3 of the Agreement.

1. Standard Operating Procedures

Developer is a non-profit mutual benefit corporation that shall serve medical marijuana qualified patient and primary caregiver collective members who shall comply with all relevant California state laws and local ordinances. See, for example, California's Compassionate Use Act (Proposition 215) as codified in Health and Safety Code §11362.5; Senate Bill 420, the Medical Marijuana Program Act (H&S Code §§1362.7 to 11362.83); the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008 Attorney General Guidelines); and the newly enacted Medical Marijuana Regulation and Safety Act that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code §§ 19300 *et seq.*; H&S Code § 11362.769-11362.777; Water Code § 13276).

During the term of its Regulatory Permit and the term of this Agreement, Developer shall lawfully operate in accordance with all State and local laws. Developer shall employ exemplary operating procedures to comply with State and local laws. Developer's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

2. Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where medical marijuana products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure medical marijuana products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance

system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Developer shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Developer employees and to ensure public safety to the neighboring community. Developer shall provide City with specific policies for training employees regarding security procedures. Developer shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Developer's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Developer and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

3. Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Developer shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

i) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;

ii) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);

iii) A copy of his or her California driver's license or California identification card; and

iv) Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

4. Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall engage in any activities on behalf of Developer with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Developer and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

5. Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Marijuana

Only employees who receive clearance from the City Police Chief shall be permitted to enter Developer's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Developer's membership rules shall seek to prevent the diversion of medical marijuana for non-medical uses by implementing strict policies and practices, to maintain tight controls on inventory and donations and/or cost reimbursements received.

Developer's collective agreement shall prohibit the use of medical marijuana by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Developer shall take all necessary and reasonable steps to prevent the distribution of any of its medical cannabis products to minors; prevent revenue from the sale or distribution of its medical cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of marijuana from California to any other state; prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of marijuana; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; disavow growing marijuana on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against marijuana possession or use on federal property. The Developer shall provide City with a Non-Diversion of Marijuana

Grown for Medical Use Plan documenting the steps Developer will take to satisfy the requirements of this Section.

6. Control and Testing

Developer shall utilize quality control measures and testing to ensure only the highest quality of medical marijuana and infused products shall be produced. For the purpose of testing, Developer shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement prior to distribution to its patient collective membership affiliates. Inspection and testing shall be conducted by the approved testing lab off-site. All other testing standards and procedures shall be in accordance with applicable State law and regulations.

All medical marijuana products shall undergo a quality assurance review prior to distribution to Developer's patient collective affiliates in order to ascertain its quantity and content. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Developer shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Developer shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Developer shall provide City with a written plan explaining how it will satisfy the requirements of this Section 6.

7. Packaging of Medical Marijuana and Infused Products

All Developer's medical marijuana products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Developer's Regulatory Permit application, as amended or supplemented, all medical marijuana products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

i. The name, address and telephone number of the medical marijuana dispensary facility to which the medical marijuana product is distributed, sold, or transferred;

ii. The amount of medical marijuana in the container; and

iii. The date the medical marijuana was transferred to a medical marijuana dispensary facility.

Developer intends to produce infused products and shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Developer's infused products shall not be produced, manufactured, stored or packaged in private homes. All Developer's medical marijuana infused products shall be individually wrapped at the original point of preparation.

8. Point of Sale Tracking System

Developer shall maintain an inventory control and reporting system that accurately documents the location of medicinal marijuana products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

Developer shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed medical marijuana dispensary facilities. Such approved system shall track all Developer medical marijuana products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

9. Record Keeping

Developer shall maintain records for all dispensed medical marijuana and/or infused products. Developer shall comply with all records-keeping responsibilities that are set forth in section 5.28.220 of the Greenfield Municipal Code, including complete and up-to-date records regarding the amount of medical marijuana cultivated, produced, manufactured, harvested, stored, or packaged at Developer's facility.

10. Processing, Handling, Storing, and Distribution of Medical Marijuana and Related Products

Medical marijuana cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Medical marijuana cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Developer shall store its medical marijuana and/or medical marijuana products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within

Developer's facility. Developer shall not conduct outdoor operations except as related to lawful delivery and transportation of medical marijuana and infused products. Developer shall not store medical marijuana or related products in its delivery vehicle outside normal operating hours of the facility.

Medical marijuana products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

11. Description of Banking Plan

Developer shall seek to open a bank account under the name of the Developer or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Developer shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Developer successfully opens a bank account, it shall make provisions for Developer collective members or other lawful cooperative corporations to implement debit and credit card transactions. Developer shall not accept personal or corporate checks.

12. Transportation Plan

Developer shall comply with all local and state law regarding transportation, including the rules governing delivery service. Developer shall retain a list of names and cellular contact numbers for all employees engaged in transportation of medical marijuana products and provide it to the City Police Department, keeping the list current and up to date.

All Developer employees engaged in transportation of medical marijuana products shall carry a copy of the dispensary's current license authorizing the delivery of medical marijuana and/or related products, along with the employee's government-issued identification. The Developer employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA). The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

Developer shall keep complete and up-to-date records documenting each transfer of medical marijuana to other lawful cooperative corporations, including the amount

provided, the form or product category in which the medical marijuana was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

13. Community Relations

i. Public Outreach and Education Program

Developer shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

ii. Community Benefits Program

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of medical marijuana Developers issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

iii. Designation of Persons Responsible for Community Relations

At the time of this Agreement, Developer's general manager, Salvatore Palma, shall be responsible for community inquiries and complaints and on site during normal business hours.

iv. Interface with City of Greenfield Police Department

Developer's general manager, Salvatore Palma, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

v. Local Recruitment, Hiring and Training Programs

Developer is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Developer. A good-faith effort means the Developer shall take the following or similar actions to recruit and employee local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employee local residents as a part of the its workforce.

Developer shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Developer's medical marijuana facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Developer's facility is opened, as well as for ancillary services needed.

14. Safety Plan

In addition to all other requirements described in this Exhibit, Developer shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

15. Business Plan

Developer shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with the GMC Section 5.28.200), including but not limited to a description of how the Project will conform too local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.
The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will

be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Developer shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

16. Employment Requirements

Developer shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

2691992.6

EXHIBIT D

Security Plan

SECURITY PLAN – 900 CHERRY AVE.

GREENFIELD ORGANIX

PREPARED FOR

City of Greenfield

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SECURITY PLAN

This is the written Security Plan for Greenfield Organix and Higher Level of Care (“We”, “Us”, “Our”, “Applicant”). This plan addresses and meets the application requirements of the [Greenfield Police Department] Medical Cannabis Program Rules and Regulations (“Department”).
This plan addresses and meets the Requirements of Chapter 5.28. Subsection D-3 “Security Plan” of the City of Greenfield (hereinafter sometimes referred to as “City”) Medical Cannabis Ordinance ("Medical Cannabis Ordinance").

I. INTRODUCTION

We understand that security is of paramount importance. We are keenly aware of the added security challenges that a business of this nature faces, and we have taken extensive measures to have professionally-vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for our employees and patients. Our security will meet or exceed the Police Department and Cities requirements set forth.

The security and safety of the Collective's member/patients, staff, administration and surrounding public, is crucial to the operational goal of providing medicinal cannabis within a safe and healthy environment.

We have named Uretsky Security PPO -16659 (“Security Agent”) as the dispensary agent in charge of security. This person has more than 40 years’ experience in the information security sector. Bill Uretsky (partner) served 24 years with the Carmel Police Department, retiring as a Lieutenant in 2000. Mr. Uretsky started his Private Security Company in 2001 and has been providing security to schools, banks, gated communities, and private events. Nick Cina (partner)

We will, at all times, have one or more designated Manager(s) (“Security Manger”) as the Collective’s agent in charge of security.

The Security Agent will have oversight responsibility for the implementation of this plan. As the person responsible for implementation, Bill Uretsky & Nick Cina also will serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky & Nick Cina will have oversight responsibility to review and update this Security Plan on a regular basis to ensure our continued compliance with the security aspects to all applicable laws of the State of California and the Medical Cannabis Ordinance.

With the leadership of our Security Agent, we are developing a state-of the-art plan that takes advantage of the security industry’s best practices and most up-to-date technology, ensuring

that our cultivation and manufacturing facility operates at the highest level of security preparedness.

If our application is approved, we will reach out to local law enforcement officials in our application area to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into two components: *Facility Security* and *Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. We also are confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

II. FACILITY SECURITY

The Cultivation/Manufacturing facility ("Facility") are to be located at a single site. The security at the Facility is designed to reduce the likelihood of security breaches and to trigger an immediate response in the event of a breach. In addition, it is designed to control access to the cultivation and manufacturing areas, limiting it to authorize and properly identified personnel.

The physical address of our Facility will be at 900 Cherry Ave. in Greenfield, California, which is across the street from the Greenfield Police Department. (Site plan showing the Facility, including the street(s), parking lot(s) and any other entities that physically border the Facility are shown in an attachment).

Our proposed facility is located within a Light Industrial use area that includes industrial and manufacturing businesses.

1. Physical Building

A. Location and Building Specifications

We have located our Cultivation / Manufacturing facility in a light industrial use area that includes industrial and manufacturing businesses. The cultivation facility will include ten 10,800 square foot greenhouses, and the manufacturing lab will be a 4,000 square foot freestanding building. The Facility will have a secure means of ingress and egress, and is located in an area of low vehicular traffic. The Facility has a front entrance/exit that will be guarded by security measures 24 hours a day, 7 days a week. All window and points of ingress and egress on all structures will be secured will be secured to deter unauthorized access. Car access also will be limited with fencing

Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the Facility.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely; they will also discourage any theft attempts.

B. Floor Plan

A floor plan, (developed and approved by the City) of the Facility will detail the location of:

(1) All entrances and exits to the Facility;
(2) The location of any windows, skylights, and roof hatches;
(3) The location of all cameras, and their field of view;
(4) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;
(5) The location of the digital video recorder and alarm control panel.

C. Lighting

Statistics show that crimes are less likely to occur in well-lit areas, because a well-lighted property is an excellent deterrent against criminals. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities.

The main objectives of our security lighting system at the cultivation sites are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

We will add external security lighting, including high spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced and will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the facility are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn.

No medical cannabis, or any product containing medical cannabis, or paraphernalia will be visible from the exterior of any Facility.

We will add external security lighting as appropriate.

D. Guards / Identification

Once the facility is operational we will employ Uretsky Security to provide security guards licensed by the Bureau of Security & Investigative Services (BSIS). Each guard will have in their possession a guard card issued by the BSIS indicating they have completed their initial 40 hours of training and additional 20 hours of training each additional year. Training will consist of:

1. Powers to Arrest
2. Weapons of Mass Destruction
3. Public Relations
4. Observation & Documentation
5. Communication
6. Liability / Legal Aspects
7. Chemical Agents
8. Preserving Incident Scene
9. Crowd Control
10. Driver Safety
11. Supervision
12. Radio Procedures
13. Courtroom Demeanor
14. Traffic Control / Parking
15. Firearms Training
16. Baton Training
17. Fire Safety
18. Evacuation Procedures

Uniformed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Uretsky Security, to ensure they are of the highest capability. Our internal liaison for our Security Department will be Salvatore Palma who is one of our Board of Directors.

Uretsky security will employ Security Personnel subject to the following requirements:

- All Security Personnel will register and maintain valid registration status with the state of California's Department of Consumer Affairs. At no time will be any Security Personnel register with the State at any level that is less than that of a proprietary private security officer.

- While on duty, all Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing, at chest level, and will be visible and easily read at all times. The nameplate will be a minimum of two inches (2") high and four inches (4") wide, with the required information printed in capital letters, at least three-fourths inches (¾") high and in a contrasting color.

- As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

A minimum of one (1) Security Personnel/Security Guard will be present and on duty at the Facility 24 hours per day, 7 days per week.

The Security Personnel/Security Guard will provide security inside the Facility, along the outside perimeter of the Premises, at parking sites immediately adjacent to the Facility, and at sidewalks adjacent to the Facility.

The Facility will have a single point of entry and exit.

During operating hours, we will have 1 on-site security guard roaming the Facility and verifying employee credentials. After hours we will have a total of 1 on-site security guard roaming the exterior of the Facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

E. Perimeter Security

We will secure the perimeter of our cultivation facilities to prevent unauthorized intrusion. With our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The cultivation facility will have six (6) foot metal fencing around the entire perimeter with a secured entry/exit gate. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by according metal fencing.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

F. Access Conditions for Staff and Non-Staff Business Associates

At the Facility will be fifty-five (55) parking spaces inside the secured perimeter for employees and deliveries.

Staff here refers to anyone defined by the Department as a Facility agent: a principal officer, board member, employee, or volunteer. Non-staff business associates are all those, such as vendors and contractors, who do business with our Company but are not Facility agents. To access restricted areas of either facility, non-staff business associates will need to be admitted by appropriate staff and must be accompanied by a staff member at all times.

All persons working for or doing business with us will need a company-issued permanent identification card or temporary identification tag to be able to enter restricted areas. Staff will receive these upon hire.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the cultivation or manufacturing rooms under staff escort.

We will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

G. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, and contractors may from time to time have legitimate reasons to visit our facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides Facility agents, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

H. Internal Access-Point Control

Movement within each area of the facility will be tightly controlled. All main access doors and doors to the cultivation rooms will be outfitted with electronic keypad locks. Only permitted employees will be allowed to enter into the cultivation facility.

2. Electronic Security System

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

A. Video Surveillance

The Facility will be equipped with, and at all times be monitored by, a web-accessible closed-circuit television for security purposes. The camera and recording system will be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the Facilities premises. The system will be fully functional prior to processing or cultivating of medical cannabis at the Facility, should that occur.

The recordings of the monitoring will be maintained for a period of not less than sixty (60) days and will be made available and accessible to the Chief of Police and any other City official charged with enforcing the provisions of the Greenfield Municipal Code. The recordings will be made available immediately upon request for review and copying, without the need for a search warrant, subpoena or court order. The Facility will also provide the Chief of Police with the URL address of any on-site web-based video surveillance to monitor remotely at any time without a warrant, subpoena or court order.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per square inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder includes:

- External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the cultivation rooms, and processing rooms. This covers all areas where cannabis is present or handled and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

- Electrical backup will be provided by a named brand Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of 3TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

B. Third-Party Monitoring

We anticipate contracting with ADT to help deter, detect, and document security events at each facility from a remote location. ADT will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with ADT to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams

- Unauthorized electronic access via supervision of system arming/disarming via individual personnel keypad combinations
- Security and fire alarms with remote central station supervision

ADT is the largest single provider of electronic security services to more than six million commercial, government and residential customers throughout North America. Founded in 1874, ADT's total security solutions include intrusion detection, fire detection, video surveillance, access control, radio frequency identification and integrated systems.

C. Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows.

Motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

All active perimeter personnel and overhead doors will be equipped with magnetic door contacts to detect the opening of a door when the system is armed. The Vault door will also be contacted to detect opening when the system is armed.

D. Centrally monitored Fire and Burglar Alarm System

The Facility will comply with all local fire code requirements.

- The Facility will have a centrally monitored fire and burglar alarm system. This system will be fully functional at all times and prior to processing or cultivating medical cannabis at the Collective facility, should that occur.
- At a minimum, this alarm will cover the perimeter of the Facility and will focus on those areas where medical cannabis is grown, produced, harvested, stored, packaged or dispensed.
- This alarm system will be monitored by a professional alarm company at all times.
- This alarm system will be routinely inspected to ensure that it is functioning properly.
- We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:
- The control panel shall be a UL listed burglar alarm control panel;
- The system shall report to a UL listed central monitoring station;
- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that

contain safe(s);

- The system shall include at least one (1) holdup alarm for staff use; and

- The system shall be inspected and all devices tested annually by a qualified alarm vendor.

E. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the facility ingress/egress points, the exterior windows, offices, production areas, storage areas, cashiering areas and the product safe. The system will include at least one (1) holdup alarm for staff use. Finally, the system shall be inspected and all devices tested annually.

F. Panic Buttons and Internal Communications

Panic buttons will be installed by ADT at the Facility and portable emergency will be available for personnel as required.

There will be three incoming phone lines and three active telephone handsets with intercom capability: reception office, dispensary room, medical director's office, and the miscellaneous business office. Phones will be VOIP via broadband ISP. The Internet provider will wire the security system equipment to their interface unit so as to allow full communication of the security system though their equipment.

G. Fire Security

The Facility will comply with all local fire code requirements. The fire system design will be reviewed by the Fire Department for permit issue. Requirements of the Fire Department above the proposed design will be reflected on a Change Order.

We will use Carlon's Fire Extinguisher Sales & Service, to provide sprinkler systems for the Manufacturing building. Alarm initiating and supervisory switches will be connected to the fire alarm system.

Notification appliances will be installed throughout the building. A single manual pull station will be installed in a continuously occupied area of the building for access during business hours.

The fire alarm equipment will be an addressable Firelite alarm control/communicator. Communication to the central monitoring station will be via dedicated land line with high security cellular/GSM back-up communication.

In addition, all rooms will be equipped with smoke detectors. ABC rated fire extinguishers will be present in the Manufacturing building and greenhouses.

H. Maintenance and Testing

All security-related systems will be routinely inspected to ensure that they are functioning properly. This includes:

- Video surveillance equipment
- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the Department and appropriate oversight authorities.

We will be utilizing a solar panel system along with battery backup to ensure that in the event of a power outage our facility will still have the appropriate power needed to keep the building secure. This means our electronic access will remain along with our other systems that we will have in place.

III. POLICIES & PROCEDURES FOR FACILITY SECURITY

1. Incident Management and Emergency Response

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate. Local agencies and enforcement authorities, we will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and
- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary. They will be reviewed at least once every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

2. Outside Partnerships: Liaising with Community and Local Law Enforcement.

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

3. Closing Procedures

After the cessation of business each day our closing procedures require that the alarms be set by the two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed medical cannabis and medical cannabis to be disposed is under lock and key in the safe and that the security alarms are set.

- All exterior doors and interior rooms and cultivation rooms are locked.
- The processed medical cannabis and raw medical cannabis is secured in the safe.

- That the security alarms are set.

4. Safe

The Collective will maintain, at the Facility, a fireproof safe for the storage of all records and documents required by the Greenfield Municipal Code Chapter 5.28.00.

5. Storage of Cannabis

Medical cannabis will be stored in buildings that are completely enclosed, and in a locked vault or safe, or other secured storage structure which is bolted to the floor or structure of the Facility.

6. Preventing On-Site Consumption

We shall not permit the consumption of medical cannabis at the registered premises in any form. All medical cannabis will be kept in a closed container that shall not be opened on the premises. Any medical cannabis or cannabis paraphernalia that shows evidence of the medical cannabis having been consumed or partially consumed will be reported to the Department and/or local Police Department.

We will place smoke detectors around premises and routinely monitor surveillance to prevent the use of medical cannabis on the registered premises.

7. Suspicious Activity and Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Loitering by Employees will result in a warning. Continued Loitering will result is termination. For non-employees, loitering or suspicious activity will be addressed by our security personnel, then in notification of local law enforcement.

8. Ingress / Egress / Access

We will secure the perimeter of the Facility to prevent unauthorized intrusion.

Windows and roof hatches of the Facility will be secured from the inside with bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. The windows and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the facility. Ingress will be allowed by means of a remote release operated from within the Collective. In all cases, doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our facility; such

persons: may include: law enforcement, political officials, government administrators, medical, health, and social service professionals, and the media.

Besides the Facilities management, employees, vendors, and contractors, no one, other than law enforcement or City agents, may enter the restricted areas of the Facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

No cultivation of Medical Cannabis at the Facility will be visible with the naked eye from any public or other private property, nor will Medical Cannabis or any product containing Medical Cannabis be visible from the exterior of the Facility.

All areas devoted to the cultivation of medical cannabis at the Facility will be secured and separated from public access, by locked interior doors and any other security measures necessary to prevent an unauthorized entry.

9. Preventing Theft & Non-Diversion

To prevent diversion of medical cannabis we will take the following measures:

- Any personnel that are aware of any such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department.
- All Medical Cannabis while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Medical Cannabis that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
- No individuals who are not authorized to be on the cultivation facility premises will be allowed access thereby reducing the threat of theft or diversion of Medical Cannabis.
- Employees will have lockers and changing areas in the facility. They will change from their street clothes into uniforms which are void of pockets while they are on shift. At the completion of a shift, the employees will change from the work uniform back into their street clothes. All employees are subject to searching.
- At the time of each delivery, we will verify the status of the registered dispensary is in good standing with the Department.
- Have the dispensary agree not to distribute cannabis to non-patients;
- Have the dispensary agree not to use the cannabis for other than medical purposes;
- Track when dispensary licenses and/or permits expire;
- Enforce conditions of purchasing by excluding dispensaries who are caught diverting cannabis for non-medical use;
- Monitor transactions and program controls to see if a dispensary is purchasing more than should be reasonable.
- Implementing our state-of-the-art supply chain tracking system that follows

every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;

- Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern; and
- Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by two background-checked employees to verify the accuracy of our computerized inventory management system using BioTrackTHC.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

10. Incident Log

We will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

11. Weapons

No person will be allowed to be in possession of any firearm while in the Facility, other than licensed security personnel. Security Personnel in possession of a firearm will be contracted only from a licensed bonded security company.

IV. OPERATIONS SECURITY

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing

employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

1. Business Hours

Our Facility shall not be open to the public. In the event that the Facility shares space with other neighbors, the portion of the building used for cultivating/manufacturing medical cannabis shall be closed to the public. The Facility will normally operate from 8am-8pm, 7 days per week, but may at times operate outside of these normal business hours. We shall permit only a registered director, officer, member, incorporator, agent, manager, employee, or government or law enforcement official on the registered premises of our Facility.

2. Workforce Security

A. Staffing Structure and Current Employee Roster

We expect to employ at least 39 people at the Facility.

B. Background Checks

We will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the Medical Cannabis Program as an "excluded felony offense." Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical cannabis laws and regulations,
- Secure electronic record keeping,
- Procedures for product handling, and
- Personal safety, fire safety, and crime prevention.

4. Personnel Records

We will maintain personnel records for each employee, or agent. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us. These records will include:

- Application
- Identification and verification as a qualified patient
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Sign copy of the Greenfield Organix Employee Policies & Procedures Handbook
- Performance reviews
- Record of any disciplinary action taken against employee at any time during employment.

5. Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass-code.

6. Inventory Security

A. Sale

The inventory tracking and control system associates every product sold. Each item sold will be distributed to the legal dispensary with whom we have an executed Cultivation Agreement in place.

All sales take place under camera surveillance that captures inventory movement as well as faces and identifying features of the individuals involved in the transaction.

B. Storage

All harvested medical cannabis will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes will be waterproof from fire hoses and sprinklers and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device(s) installed and connected to the facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

C. Visibility

Medical Cannabis or paraphernalia will not be visible from any public or other property not owned by us.

D. Transport

We plan to offer delivery of medical cannabis to dispensaries. To ensure the security of transport agents and of inventory being transported and to comply with Department regulations, we have adopted the following procedures described in this section:

1. Vehicles will not have any medical cannabis identification, and no medicine, plants, or paraphernalia will be visible.

2. All deliveries from our facility will include the use of trained security or internal personnel in teams of two. Delivery drivers will be required to successfully complete our training, how to prevent robberies, protect their lives, and stop "car jacking's."

3. We will consider using a real-time wireless reporting of all deliveries to monitor delivery, which we believe will help prevent diversion during the delivery process. It also will allow us to track the location and delivery time of products.

4. All transport vehicles will be equipped with GPS monitoring and will be required to update the dispensary upon every completed delivery.

5. All incoming medical cannabis products from other dispensaries will be accepted at the designated vehicle and placed in a sealed and locked container. Access to this container will require both an electronic keypad entry and a physical key. Products remain in the locked transport container during transport. The incoming container will be removed from the delivery vehicle under the supervision of a minimum of two employees. The container will only be opened once it is securely inside the dispensary.

6. Transport agents will be able to engage in two-way communication with the dispensary during transport in case of emergency.

7. We will require all incoming materials to have a detailed transit slip ready on arrival and carried throughout the trip. This will include:

- The origination of the items (the names and registry identification numbers of the releasing dispensary and dispensary agent),
- A description of the products being transported (the type of product, quantity, and tracking numbers),
- Designated and actual route of transport,
- Name and registry identification number of the transport agent responsible for

EXHIBIT E

Odor Control Plan

This is the written Odor Management Plan for GREENFIELD ORGANIX (hereinafter sometimes referred to as “We”, “Us”, “Our”, or “Collective”). This plan addresses and meets the Requirements of Chapter 5.28.020 of the City of Greenfield (hereinafter sometimes referred to as the "City") Medical Marijuana Ordinance ("Medical Marijuana Ordinance").

INTRODUCTION

The proposed cultivation and dispensing of medical cannabis could impact the environment and cause odors. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the Collective. The primary purpose of Odor Management Plan is to demonstrate how the Collective will comply with the applicable environmental laws and regulations pertaining to the Collective facilities.

SCRUBBING AND TREATMENT OF AIR

The Collective intends to use a Closed Growing Environment (CGE), or closed loop aeration system that keeps all environmental conditions contained within a production room, as opposed to an open aeration system that brings in air from outside at its facilities. In a CGE setup, each room, where plants are stored or processed, is sealed from the others, bringing in no outside air. Contrary to common belief, plants do not need fresh air from outside to thrive, which explains how plants can survive in places like space stations and space shuttles where air does not exist.

For Greenfield Organix, the specifications of our CGE include the following:

Odor Neutralization: Greenfield Organix will have an Uvonair 5000 Plus Ozone Generator supplying Ona air neutralizer every 5,000 cubic feet of interior space. The ONA odor neutralizing products consist of complex formulations representing a variety of chemical compounds offering different functionalities, both structural and chemical. The technology behind ONA was initiated over 25 years ago. The scientist who invented ONA became fascinated when he observed that terpenes, when diffused into the environment, reduced odors and unwanted emissions. Inspired by this finding, further evidence showed that the odors were not just masked but permanently removed. The result was a set of specialized formulations that neutralize a wide spectrum of organic and inorganic odor problems — effectively, efficiently and permanently. ONA formulations have been scientifically engineered to be environmentally safe. ONA is manufactured under strict quality controls to ensure a safe and non-toxic product. The components used to make ONA are generally recognized as safe and have been commonly used in the food and cosmetics industries with a long history of safety.

Terpenes: Terpenes are widespread in nature, mainly in plants as constituents of essential oils. Many terpenes are hydrocarbons, but oxygen-containing compounds such as alcohols, aldehydes or ketones (terpenoids) are also found. Their building block is the hydrocarbon isoprene, CH2=C(CH3)-CH=CH21.

- Terpenes have anti-bacterial, antifungal and antiseptic properties.
- Terpenes have oxygenating properties (increases oxygen level).
- When diffused into the environment, terpenes have been found to reduce airborne chemicals and bacteria.
- Terpene characteristics appear to either destroy the odor molecule or convert it to a more acceptable level.

Mechanisms of Action: There are three mechanisms of action that can occur, based on the chemical and physical natures of each terpene and active ingredient versus the organic and inorganic volatile compounds.

- Adsorption — All VOCs and odorous compounds have a solubility factor in ONA active ingredients. This solubility will allow the VOC compound to solubilize itself in the presence of ONA, relative to the

chemistry of the emission, temperature, pH, and pressure of the environment.

- Absorption — The active molecules in ONA will attract or come into contact with low molecular weight or volatile compounds (VOC's). These VOC's will enter and bond with the ONA active ingredients to eliminate odors.
- Chemical Reaction (The Pairs Theory) — This involves the permanent bonding of the odorous molecule (VOC) and the ONA active ingredients reactive sites. This mechanism transforms the pollutant in its basic properties. As a result, odor disappears.

The affinity of the different odorous compounds (VOCs) with ONA is directly relative to their chemical composition and physical state. For example, a hydrogen sulfite can have a great affinity for certain sites of the ONA active ingredient. It can either bond electrostatically, or react in comparison to its relative solubility. This means different components will be neutralized by one mechanism compared to the other two, or a blend of each of the three. The bottom line is ONA is not a masking agent but offers a safe, effective way to permanently eliminate odors and emissions.

Air Purification: Greenfield Organix will use a robust and extensive system of Carbon & HEPA filters to purify the air within its Closed Growing Environments.

Activated carbon filters are small pieces of carbon, typically in granular or powdered block form, that have been treated to be extremely porous. It is so cavernous, in fact, that just one gram of activated carbon can easily have a surface area of 500m2 or higher. Vast surface area enables these carbon filters to adsorb exponentially more contaminants and allergens than traditional carbon.

Adsorption is a distinct process where organic compounds in the air or water react chemically with the activated carbon, which causes them to stick to the filter. The more porous the activated carbon is, the more contaminants it will capture. These filters are most notably used to remove hazardous compounds in home air purification systems.

In air purification systems, activated carbon filters are used in conjunction with HEPA filters to trap known allergens and impurities like:

- Dust
- Lint
- Mold spores
- Smoke
- Pet hair
- Common household chemicals
- Benzene and other VOCs

Carbon filters also help eliminate unpleasant odors so indoor air remains fresh. Used together, activated carbon and HEPA filters can trap 99.97% of small particles 0.3 microns and higher as well as most larger particles, especially spores.

Each greenhouse will be equipped with an GrowBright 8" in line fan carbon filter for every 200 cubic feet of grow canopy. The 8" GrowBright fan is rated at 590 cfm. A CFM of 100 is suitable to exchange the air in 100 cubic feet in a 5 minute span. Providing 590 cfm capacity per every 200 cubic feet will nearly triple that demand.

Transference Minimization: Air Curtains prevent air, contaminants & odors from moving from one open space to another. It reduces penetration of insects and unconditioned air into a conditioned space and vice versa by forcing an air stream over the entire entrance. The air stream layer moves with a velocity and angle such that any air that tries to penetrate the curtain is entrained. Air curtain effectiveness in preventing infiltration through an entrance are up to 90% effective.

At each entrance and exit, Greenfield Organix will install an industrial sized air curtain, manufactured by Northern

Tool and Equipment TPI Variable Speed Air Curtain offering 4,168 CFM keep air/odors from escaping through any exterior doorways during the extremely brief periods which they are open during operations. Doorways will only be open for the period that it takes an employee to pass through the doorway.

By integrating a CGE setup into our production processing rooms, it gives us the ability to manually control a production room's environment, creating ideal plant conditions to foster plant growth, avoid problems associated with an open aeration setup and sustain our environmental objectives. A Closed Growing Environment means there are no air vents pushing air to the outside or vents pulling air in. These enclosed interior environments are not affected by outside conditions, providing a barrier to contain smell within our facility and control pests from entering from outside our facility. By being able to provide plants with an optimal temperature, humidity and CO2 levels it can have a large impact on crop yield and quality while minimizing our impact to the environment.

Cultivators who are not using a Closed Growing Environment expose themselves to significant problems. In an Open Growing Environment setup, to control a growing climate inside of a production room, ventilation fans are used to introduce fresh air and exhaust warm or humid air, helping control temperature and humidity while also maintaining minimal levels of CO2. Although this is a common method of climate control for most cultivators, a significant disadvantage is the outside conditions' strongly influence the inside conditions. Consequently, it becomes difficult to cool a room on a hot day or control humidity on a rainy or humid day, requiring expending additional resources to preserve necessary plant conditions.

In an open system controlling the right balance of temperature and humidity becomes difficult. For instance, in a cool, humid climate, the room can be "overcooled" when trying to lower the humidity. The opposite is true in a hot, humid climate where a room could be over humidified when trying to cool it. Seasonal changes make it difficult to correctly balance temperature and humidity levels.

Before leaving the production room, the air will run through a series of active carbon filters. The air is conditioned with humidifiers, dehumidifies and air conditioning.

The treatment of air in a CGE setup also helps avoid odor related security and nuisance problems. Cannabis produces heavy odors due to evaporation of volatile terpenoids. As such, in order to have minimal impact to the outside and inside environment and produce more robust plants, GREENFIELD ORGANIX intends to use this system of air circulation and scrubbing air.

PROCLAMATION OF THE CITY OF GREENFIELD
COMMENDING THE GREENFIELD LIONS CLUB

WHEREAS, the Greenfield Lions Club was established in 1948 and is one of approximately 46,000 clubs under the jurisdiction of Lions Club International; and

WHEREAS, Lions Club International performs a variety of community services activities to bring together those in need; and

WHEREAS, Greenfield Lions Club members work diligently to fulfill the unique needs of the Greenfield community addressing challenges that go beyond borders, through the work of the Club's many community and health programs provided through children and youth programs; and

WHEREAS, among the many efforts provided by the Greenfield Lions Club it provides vision services to the young and old through its Sight Program, it partners with the American Legion to co-sponsor the Greenfield Little League, hosts events such as the Ladies Appreciation Night, the Annual Holiday Meal and participates in the Greenfield Harvest Festival; and

WHEREAS, the Greenfield Lions Club has contributed to the quality of life and well-being of hundreds of people and many organizations in our community and its efforts reflect an organization devoted to the highest level of services and support of others.

NOW, THEREFORE, I, John Huerta Jr, Mayor of Greenfield, do hereby commend the **Greenfield Lions Club** for its outstanding contributions to the community of Greenfield and extends its sincere best wishes for the Club's continued success for the future.

_____
John Huerta, Jr.
Mayor of the City of Greenfield

PROCLAMATION OF THE CITY OF GREENFIELD EXPRESSING APPRECIATION TO

CARLOS VILLAGOMEZ

WHEREAS Carlos Villagomez started working as a teaching assistant in the Summer Art Camp in 2014 and has helped the youth of Greenfield design and paint large murals that now hang in the City of Greenfield Council Chambers; and

WHEREAS, in 2015 and 2016 Carlos has been involved in Greenfield Cultural Arts Center with the Art Campers, the Mural Programs, has coordinated and produced the first annual Day of the Dead, "Dia de Los Muertos", and has helped implement the first "self-portrait" paint project with every student at Mary Chapa School.

NOW, THEREFORE, I, John Huerta Jr, Mayor of Greenfield, expresses the utmost gratitude and appreciation for the energetic efforts in promoting the youth of our community and the Greenfield Cultural Ares Center to **Mr. Carlos Villagomez** and extends his sincere best wishes for his continued success in the future.

_____

John Huerta, Jr.
Mayor of the City of Greenfield

PROCLAMATION OF THE CITY OF GREENFIELD EXPRESSING APPRECIATION TO

SILKA SAAVEDRA

WHEREAS Silka Saavedra has been a volunteer and promoter of the City of Greenfield since 2010 with her involvement serving as the member of the Greenfield Chamber of Commerce, producing the Farmers Market; and the music and dance series promoting cultural arts in the City.

WHEREAS, in 2010 Silka joined the First Night Monterey organization and became the program director of the Greenfield Harvest Festival in 2011 which included marketing and promotions, recruitment of volunteers, scheduling of performers, vendors and recruiting local groups to participate in the Harvest Festival Parade.

WHEREAS, Silka has supported the free cultural art activities at the center including summer art camp, dance classes and music programs at the Greenfield Cultural Arts Center and has been the Chair of the Arts Center Advisory Committee since 2014 leading the group to increase programming for the citizens of Greenfield.

WHEREAS, Silka has supported the City of Greenfield and all of its activities by promoting through television and radio public service announcements in English and Spanish to reach the greatest number of community members.

NOW, THEREFORE, I, John Huerta Jr, Mayor of Greenfield, expresses the utmost gratitude and appreciation for the tireless efforts in promoting the youth of our community and the Greenfield Cultural Arts Center to **Ms. Silka Saavedra** and extends his sincere best wishes for her continued success in the future.

_____

John Huerta, Jr.
Mayor of the City of Greenfield

SalinasValley Recycles.org

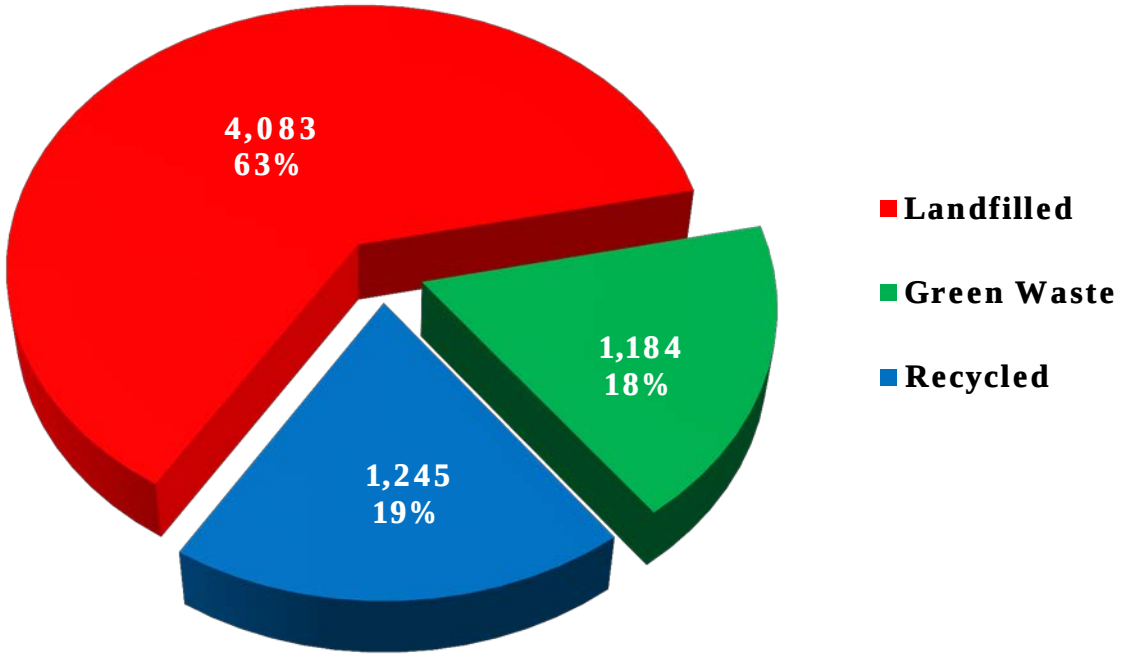
SALINAS VALLEY SOLID WASTE AUTHORITY

CITY OF GREENFIELD 2015 ANNUAL UPDATE FOR TRI-CITIES DISPOSAL & RECYCLING

Tri-Cities Disposal & Recycling
(888) 678-6798

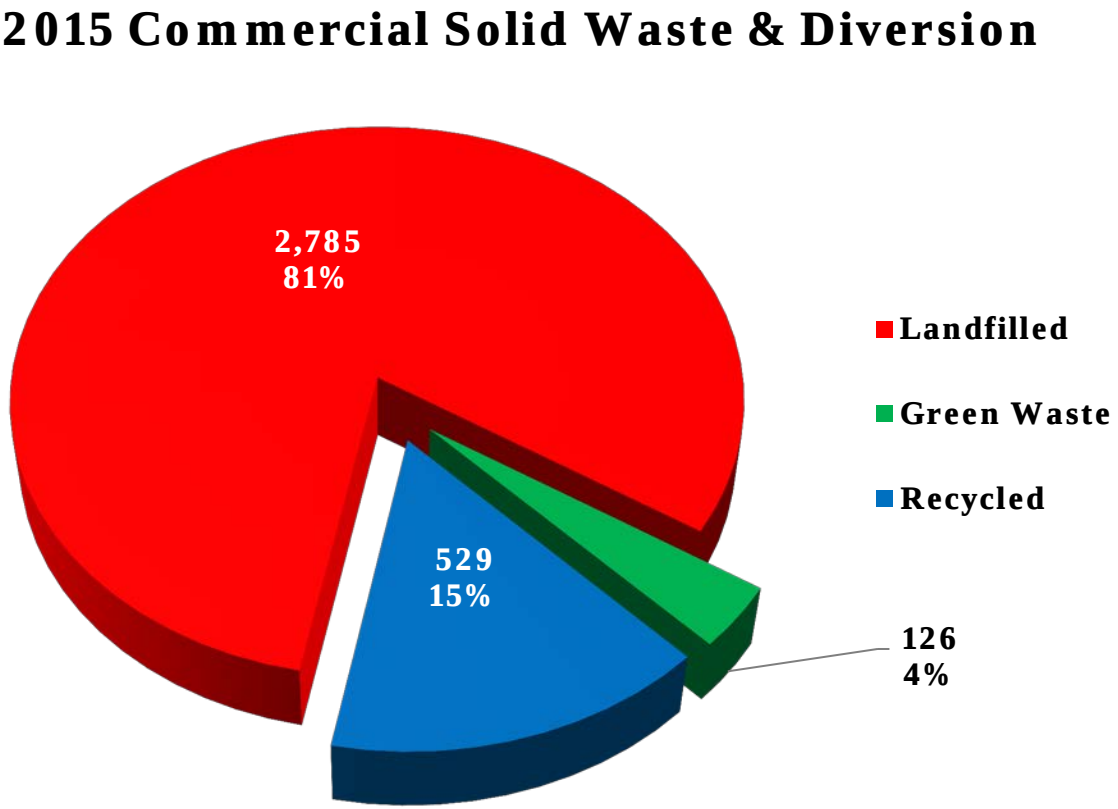
NOVEMBER 15, 2016 CITY COUNCIL MEETING

GREENFIELD RESIDENTIAL



Residential data does not include self-haul

GREENFIELD COMMERCIAL



**Commercial data includes drop box tonnage*

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

NUMBER OF CUSTOMERS

AVERAGE CUSTOMER COUNTS			
	2015	**2014**	**% CHG**
RESIDENTIAL	3,016	2,996	0.7%
COMMERCIAL	318	313	1.7%
TOTAL	**3,334**	**3,309**	0.8%

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

Residential Tons 2015 vs. 2014

RESIDENTIAL COMPARISON			
	2015	**2014**	**% CHG**
LANDFILLED	4,083	4,002	2%
GREEN WASTE	1,184	1,253	-6%
RECYCLED	1,245	1,182	5%
TOTAL	**6,512**	**6,437**	**1%**

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

COMMERCIAL TONS 2015 VS. 2014

COMMERCIAL COMPARISON			
	2015	**2014**	**% CHG**
LANDFILLED	2,785	2,783	0.1%
GREEN WASTE	126	2	5,405%
RECYCLED	529	390	36%
TOTAL	**3,440**	**3,175**	**8%**

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

DIVERSION SUMMARY

DIVERSION COMPARISON		
	2015	2014
RESIDENTIAL	37%	38%
COMMERCIAL	19%	12%

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

2015 Complaints

Total # of Complaints/Customer Calls Received	90
Summary of Complaints/Customer Calls	56 - Missed Service 13 - Carts Contaminated 21 - Other
Resolved	All were resolved or referred to City for further explanation

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

SB 1016/AB 939 Compliance

2015 Generation	2015 Target Rate	2015 Actual Rate	2016 Target Rate
12.4 lbs/ person/ day	6.2 lbs/ person/ day	3.8 lbs/ person/ day	6.2 lbs/ person/ day

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

Outreach & Deliverables

- ✓ Recycling Program Implementation at 11 Facilities
- ✓ 43 Outreach Events
- ✓ AB 939 Annual Report
- ✓ Contract Administration

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

CONCLUSION

- ✓ Tri-Cites is fulfilling Contract
- ✓ Minimal Customer Complaints
- ✓ Continue Coordinated Outreach Efforts
- ✓ Focus on Commercial Sector
- ✓ Green Waste Contamination

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

QUESTIONS?

Jenny Mitchell
Contracts & Grants Analyst
(831) 775-3018
jennym@svswa.org

Thank you!

SalinasValleyRecycles.org
Salinas Valley Solid Waste Authority

Tri-Cities Disposal & Recycling
(888) 678-6798

New Services for 2017

- 2016/2017: Adding 5 new trucks to fleet
- Bulky Item Collection Service
  - On call service
  - Residential & Commercial
  - More details by end of 2016
- Pilot 32 gallon trash service
  - Smaller/more economical service for some residents
  - Will be launched first-come-first served
- AB1826 Food Waste Diversion Program
  - Requires businesses to recycle organic wastes
  - Actively working with CalRecycle/Salinas Valley Recycles on regional program challenges

Tri-Cities Disposal & Recycling
(888) 678-6798

Additional Service Offered

Street Sweeping

- Critical for cities storm water management
  - Tentative Schedule: Monday & Wednesday
- Challenges to a good sweep
  - Trash cans left out beyond collection day
  - Cars on streets
    - For a good sweep, have cars off the street by 5 AM

Tri-Cities Disposal & Recycling
(888) 678-6798

Charitable Contributions

A Service Based Program

Tri-Cities Disposal & Recycling
(888) 678-6798

Questions/Comments

Maury Treleven
Special Projects Consultant
Tri-Cities Disposal & Recycling
mtr11@outlook.com
831-262-2156

Tri-Cities Disposal & Recycling
(888) 678-6798

Tri-Cities Disposal & Recycling Service

2015 Outreach Summary Greenfield, CA

1 Educational Outreach & Program Activity

- Tri-Cities web site: http://www.tri-citiesdisposal.com
- Green waste contamination campaign: cart hangers, cart stickers & contamination billing
- 1/8/15 Create, laminate & city building signs supporting polystyrene ban all city owned buildings
- 1/13/15 Meet with City Council member, Avelina Torres to get her up to speed on waste and recycling programs, activities, and community opportunities
- 1/26/15 Coordinate e-waste load pickup for Greenfield schools
- 1/26/15 Greenfield Village Apartments follow up on recycling and waste management program
- 2/2/15 School District Outreach Letter AB341 Mandatory Commercial Recycling: Rules, Regulations & Services Offered
- 3/26/15 Follow up call with City Council member, Avelina Torres
- 4/7/15 Prepare Greenfield Cleanup Week mailer and apartment complex door hanger for printing
- May, 2015 Greenfield Cleanup Week Event @ TCDRS truck yard
- 5/14/15 CalRecycle Conference call City of Greenfield
- 5/15/15 Follow up call CalRecycle City of Greenfield
- 6/19/15 CalRecycle annual site visit
- 6/19/15 Greenfield HS/SMCJUSD custodial staff training on recycling programs
- 6/19/15 New business visit & waste audit: O'Reilly Auto Parts & follow up change of service
- 7/9/15 Install city building signs supporting polystyrene ban all city owned buildings
- 8/11/15 Implement interior business recycling program: O'Reilly Autoparts
- 8/3-8/7/15 Attend CRRA Conference & workshops
- 9/8/15 New community event: Coordinate litter abatement volunteers El Shaddai Church
- 9/22/15 Deliver school year recycling refresher flyer to all school mailboxes (entire district)
- 10/9/15 Coordinate waste & recycling services for Greenfield Harvest Festival
- 10/24/15 Fall Reuse, Recycle & Cleanup Event @ Memorial Hall
- 11/14/15 Greenfield litter abatement activity w/El Shaddai Church

2 Advertising, Social Media & Community Kiosk

- Monthly slides shared for use on City Hall information kiosk.
    - Slides include: Anti-dumping, recycling, composting, green waste, e-waste, oil, battery, sharps recycling information, recycling do's & don'ts, cost savings by reducing garbage container size & increasing recycling activity, street sweeping schedule and "keep streets clear" message

- Monthly advertisement in South County Newspapers
    - Includes, recycling messages, AB939, AB1826 and AB341 messages
- South County Newspapers Thanksgiving collection schedule advertising & recycling messages
- South County Newspapers Christmas & New Year's collection schedule advertising & recycling messages
- South County Newspapers Advertisement: Greenfield Chamber of Commerce insert

3 Direct Mailing & Flyer Outreach

- 2015 Annual Services Mailer
- 2015 Holiday Schedule & Services Mailer (Includes RRR information & water conservation)
- 2015 Summer Cleanup Week Event Mailer
- 2015 Summer Cleanup Week Event Apartment Complex Door Hanger
- 2015 Fall Reuse, Recycle & Cleanup Event Mailer
- AB1826 mailer included in all city business license renewals

4 Schools

- 2015 Annual Recycling Refresher: All teacher's mailboxes
- 2015 Annual school presentation to state preschool site including recycling truck visit
- Coordinate 2 e-waste for cash pallet load recycling pickups
- Greenfield HS/SMCJUSD custodial staff training on recycling programs

5 Events & Other

- Coordinate Greenfield Harvest Festival event recycling & trash service
    - Including trash & recycling source separation stations
- New in 2015: Six-hour litter abatement event w/El Shaddai Church
- Summer Cleanup Week Event
- Fall Reuse, Recycle & Cleanup Day Event

6 Community Service Based Financial Support $2,422.00

- $500 Greenfield HS PTSA—Fall Reuse, Recycle & Cleanup Day Community Service
- $500 El Shaddai Church—Fall Litter Abatement Community Service
- $750 Greenfield Little League—Program Donation
- $672 E-Waste Load Brokering for Gonzales Unified School District (Return of 100% of payout)

Tri-Cities Disposal & Recycling
(888) 678-6798

A Note from the Desk of: Ms Maury Treleven

Telephone: (831) 262-2156
Email: mtr11@outlook.com
Special Projects Consultant
Gonzales, Greenfield & Soledad

November 3, 2016

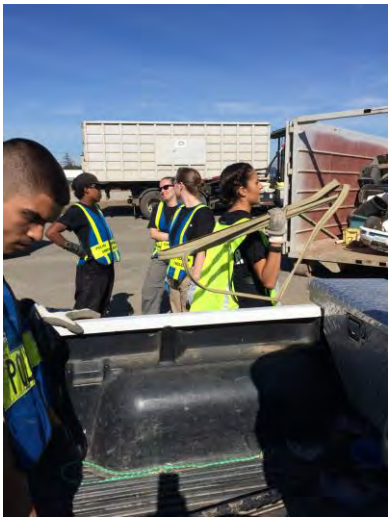
Event Report: 2016 City of Greenfield Reuse, Recycle & Cleanup Day

The City of Greenfield held its fourth annual Reuse, Recycle and Cleanup Day event from 8 AM to 2 PM on Saturday, October 22, 2016 in the parking lot of Greenfield Memorial Hall. This special event was designed to focus on the concept of reuse and the separation and diversion of recyclable materials. It also serves as an event to assist with curbing illegal dumping on the streets, alleyways, and back roads adjacent to the community.

The event was staffed by youth volunteers from the Greenfield Police Explorers. Also, many adult members from the community and City of Greenfield staff volunteered their time to support the event and supervise the youth volunteers. The volunteers did an exceptional job in following directions, maintaining a safe environment, assisting community members with source separation of materials, and providing them with a positive experience with young people working in service to their community. In return for the group's service, Tri-Cities has made a donation of $500 to the Greenfield Police Explorers.

This year's event was a great success and the tonnage numbers show that community participation continues to increase. Make note of the tonnage collected by Salinas Valley Recycles on antifreeze, batteries, oil, and paint (ABOP). With a line of vehicles waiting up to 30 minutes for the event to open, the flow of participants was steady for the duration of the event. Most participants surveyed commented that they received information about the event through the flyer mailed to their residence.

This event continues to be successful in large part due to the support and enthusiasm from a great team of professionals from the City of Greenfield, Salinas Valley Recycles, Monterey County Environmental Health, and Tri-Cities Disposal & Recycling Service.



A large "thank you" is owed to the Greenfield Memorial Hall for allowing the event to utilize their parking lot as a "drive through" location. This location continues to provide ample room to safely accommodate roll-off dumpsters, separate entry and exit points, and service to many participants at one time.

The "take it or leave it" reuse area was more popular this year with many people taking still usable items home with them (including many of the volunteers). We were able to find two homes for three very heavy pieces of workout equipment that were still in perfect condition. A treadmill was delivered to the Greenfield Police

Department for officers to use. Salinas Valley Recycles delivered two van loads of donated clothing and household items to the Good Will donation station located in Soledad.

2016 Diversion: 23,527 lbs. or 11.8 tons 2016 Trash: 14,000 lbs. or 7 tons

	2016	2015	2014	2013
Trash	14,000 lbs	11,720 lbs	8,800 lbs	5,500 lbs
Metal Recycling	6,560	6,420 lbs	3,500 lbs	2,960 lbs
Appliances*	5,950 (35 pcs)	n/a	n/a	n/a
Mixed Recycling	2,800 lbs	2,180 lbs	1,500 lbs	680 lbs
Electronic Waste	3,020 lbs	5,100 lbs	4,860 lbs	1,820 lbs
Donations (est)	1,500 lbs	2,215 lbs	650 lbs	1,270 lbs
ABOP Waste	2,197 lbs	964 lbs	1,357 lbs	1,720 lbs
Reuse Area (est)	1,500 lbs	Given to HOPE	Given to HOPE	300-500 lbs
Oil filter exchange	24 vouchers	32 vouchers	25 vouchers	33 vouchers

*Appliance weights are estimated using CIWMB Volume-to-Weight Conversions for Recyclable Materials

Thanks to everyone for their continued support of this excellent community event!

Respectfully submitted,

Maury Treleven

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 4, 2016

AGENDA DATE: November 15, 2016

TO: Mayor and City Council

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **INTRODUCTION OF ORDINANCE AMENDING CHAPTER 5.28 OF THE MUNICIPAL CODE REGULATING MEDICAL MARIJUANA DISPENSARY, CULTIVATION, AND MANUFACTURING FACILITIES**

BACKGROUND

In January 2016, the City Council adopted an ordinance that enabled Medical Marijuana dispensaries, cultivation, and manufacturing facilities to be located within the City of Greenfield following a rigorous permitting and review process. The location and permitting process of businesses is dependent on two municipal code provisions: chapter 5.28 of the City's Business and Licensing Code and provisions of the Zoning Code contained with title 17 of the municipal code.

In addition to detailing the application and permitting process, section 5.28.160 of the municipal code identifies zoning districts within which the various types of medical marijuana facilities may be located. Specifically, section 5.28.160 identifies the Retail Business (C-R), Professional Office (P-O), Light Industrial (I-L), Heavy Industrial (I-L), and Agricultural Research and Development Overlay (RDO) zoning districts in which medical marijuana facilities may be located. This section is, however, silent on whether such facilities may be located in the Highway Commercial (C-H) Zoning District.

Chapter 17.26 of the zoning code details allowable land uses in each zoning district. While staff did take care in the drafting of chapter 5.28 to ensure it did not conflict with title 17, it should be noted the use tables contained within chapter 17.26 do not specifically identify or make reference to medical marijuana facilities as allowable uses within any of the zoning districts. The drafting and adoption of title 17 predates any consideration of medical marijuana facilities. However,

within title 17, there is some discretion provided to the Community Services Director in permitting uses which are not identified in the use tables but are similar in nature to those that are listed.

During the open application period for medical marijuana regulatory permits that ended on September 14, 2016, applications were received for properties both in the Light Industrial and Highway Commercial zoning districts. As a part of the application process, zoning verification letters were required of the City and were subsequently issued. These letters addressed only whether the zoning district in which the proposed medical marijuana facility was to be located was one of the zoning districts identified in section 5.28.160. The zoning verification letters did not address whether the proposed location was in an allowed zoning district within the context of land use designations and regulations of title 17.

The Council subsequently indicated an interest in revisiting the zone designations contained within section 5.28.160 with respect to the possible addition of the Highway Commercial (C-H) zoning district and to resolve the potential uncertainty in chapter 17 relative to the fact that medical marijuana facilities are not specifically identified land uses. On October 17, 2016, a workshop was held with the City Council to discuss how best to address any such perceived ambiguity – and how best to ensure consistency between the zoning districts listed in chapter 5.28 and the zoning districts in which medical marijuana facilities are allowed under the controlling land use regulations and procedures of title 17. After considerable discussion, it was the consensus of the councilmembers that medical marijuana facilities should be considered allowed uses in the Highway Commercial (C-H) zoning district, consistent with the regulations and procedures of title 17, but specifically excluding any such district with a Regional Commercial Center Design (RCO) overlay. It was the further consensus of the councilmembers that section 5.28.160 of the municipal code should be amended to include appropriate references to the Highway Commercial (C-H) zoning district.

The matter now before the City Council is for introduction of an ordinance amending section 5.28.160 of the municipal code to:

1. Identify the Highway Commercial (C-H) zoning district as an allowed zoning district for medical marijuana cultivation, manufacturing, and dispensary facilities;

2. Exclude any such district with a Regional Commercial Center Design (RCO) overlay;

3. Clarify that section 5.28.160 shall be interpreted and applied consistent with the requirements of and the allowed zoning districts specified in title 17, or as such determination may otherwise be made in accordance with the provisions of title 17; and

4. Clarify that all permitted locations shall be subject to issuance of a conditional use permit in accordance with the procedures and requirements of title 17.

RECOMMENDATION

Consistent with the consensus of the City Council expressed at the October 17, 2016, workshop, it is recommended the City Council waive reading and adopt the attached ordinance amending section 5.28.160 of the municipal code.

PROPOSED MOTION

I MOVE TO READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AMENDING SECTION 5.28.160 OF THE CITY OF GREENFIELD MUNICIPAL CODE FOR CONSISTENCY OF THE LISTED LAND USE ZONING DISTRICTS WITH THE CONTROLLING LAND USE DESIGNATIONS AND REGULATIONS OF TITLE 17 OF THE MUNICIPAL CODE.

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AMENDING SECTION 5.28.160 "CULTIVATION, DISPENSARY, AND MANUFACTURING LOCATIONS" OF CHAPTER 5.28 "MEDICAL MARIJUANA FACILITIES REGULATORY PERMIT" OF THE GREENFIELD MUNICIPAL CODE

WHEREAS, on January 12, 2016, the City Council of the City of Greenfield adopted Ordinance No. 515 adding chapter 5.28 "Medical Marijuana Facilities Regulatory Permit" to Title 5 "Business Licenses and Regulations" of the Greenfield Municipal Code; and

WHEREAS, section 5.28.160 "Cultivation, Dispensary, and Manufacturing Locations" of chapter 5.28 identified zoning districts in which certain medical marijuana facilities may be located; and

WHEREAS, the zoning districts referenced in section 5.28.160 may not be consistent with the zoning districts in which such medical marijuana facilities are allowed under Title 17 "Zoning Code" of the City of Greenfield Municipal Code; and

WHEREAS, section 17.04.070 of Title 17 of the municipal code specifies that if there are any conflicts between the requirements of Title 17 and other provisions of the municipal code, the requirements of Title 17 shall prevail; and

WHEREAS, the City Council desires the zoning district designations specified in section 5.28.160 be consistent with the zoning districts in which medical marijuana facilities are allowed under Title 17;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES ORDAIN AS FOLLOWS:

Section 1. EVIDENCE

The City Council has considered all of the evidence submitted into the administrative record, which includes, but is not limited to, public comments, both written and oral, received and/or submitted at, or prior to the City Council's consideration of this amendment.

Section 2. ORDINANCE AMENDING SECTION 5.28.160 OF CHAPTER 5.28 OF TITLE 5 OF THE GREENFIELD MUNICIPAL CODE

Section 5.28.160 "Cultivation, Dispensary, and Manufacturing Locations" of the Greenfield Municipal Code shall be amended as follows:

5.28.160 Cultivation, Dispensary, and Manufacturing Locations.

A. A medical marijuana dispensary facility may be located in any Highway Commercial (C-H), Retail Business (C-R), Professional Office (P-O), or Light Industrial (I-L) zoning district.

B. A medical marijuana cultivation facility that is not also a dispensary facility may be located in any Highway Commercial (C-H), Light Industrial (I-L), Heavy Industrial (I-H), or Agricultural Research and Development Overlay (RDO) zoning district.

C. A medical marijuana manufacturing facility may be located in any Highway Commercial (C-H), Light Industrial (I-L), Heavy Industrial (I-H), or Agricultural Research and Development Overlay (RDO) zoning district.

D. The Highway Commercial (C-H) zoning districts as referenced in paragraphs A, B, and C of this section do not include any such district with a Regional Commercial Center Design (RCO) overlay.

E. A permitted medical marijuana facility shall operate at a single location only. At the discretion of the city manager or designee, multiple buildings on the same or adjacent site may be considered a single medical marijuana facility operating at a single location. .

F. No medical marijuana dispensary or cultivation facility shall be located within 1,000 feet of a school.

G. All medical marijuana cultivation shall be conducted only in the interior of enclosed structures, facilities and buildings, and all cultivation operations including all marijuana plants at any stage of growth shall not be visible from the exterior of any structure, facility or building containing the cultivation of medical marijuana.

H. The identification of zoning districts in which medical marijuana facilities may be located as provided for in this section shall be interpreted and applied consistent with the requirements of and the allowed zoning districts specified in Title 17 of this code, or as such determination may otherwise be made in accordance with the provisions of Title 17. If there is any conflict between the identification of allowed zoning districts of this section and the requirements of Title 17 of this code, or the zoning district determinations made in accordance with the provisions of Title 17, the provisions of Title 17, and the determinations made in accordance therewith, shall take precedence.

I. All permitted locations shall be subject to issuance of a conditional use permit in accordance with the procedures and requirements of Title 17 of this code.

Section 3. SEVERABILITY

The City Council declares that, should any provision, paragraph, sentence or word of this ordinance amending chapter 5.28 of the City of Greenfield Municipal Code be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any

preemptive legislation, the remaining provisions, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 4. EXECUTION AND CERTIFICATION

The City Clerk is directed to do all things necessary to cause the execution of this ordinance amending chapter 5.28 of the City of Greenfield Municipal Code immediately upon its adoption and shall thereafter certify to the passage of this ordinance and cause the same to be published and posted according to law.

Section 5. EFFECTIVE DATE

Pursuant to California Government Code section 36937, this ordinance amending chapter 5.28 of the City of Greenfield Municipal Code shall take effect thirty (30) days after its final passage and adoption by the City Council.

INTRODUCED at a regular meeting of the City Council of the City of Greenfield held on the 15th day of November, 2016.

ADOPTED as an ordinance of the City Council of the City of Greenfield at a regular meeting of the City Council held on the __ day of _____, 2016, by the following vote:

AYES, and in favor thereof, Council Members:

NOES, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

_____
John P. Huerta, Jr., Mayor
City of Greenfield

ATTEST:

_____
Ann F. Rathbun, City Clerk
City of Greenfield

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: November 4, 2016

AGENDA DATE: November 15, 2016

TO: Mayor and City Council

FROM: Mic Steinmann, Community Services Director

TITLE: **SOUTH END ANNEXATION "THE VINES" RESIDENTIAL SUBDIVISION VESTING TENTATIVE MAP APPROVAL**

AUTHORITY AND PROCEDURES

The requirements for tentative maps are set forth in the California Government Code, Subdivision Map Act, sections 66452 – 66452.24 and chapter 16.16 of the Greenfield Municipal Code. Sections 16.16.100, 16.16.110, and 17.14.050 of the municipal code establish the City Council as the final approving authority for tentative subdivision maps. The Planning Commission is charged with responsibility to review tentative map applications; make a report to the City Council with respect to the design of the subdivision and the kind, nature, and extent of the proposed improvements; and make findings and recommendations for approval, conditional approval, or denial of the proposed tentative map to the City Council.

The City Council shall not approve or conditionally approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, zoning and subdivisions codes, and any applicable specific plan. The State Subdivision Map Act and the City subdivisions code specify that the City Council shall not approve or conditionally approve a tentative map if it makes any of a number of specified findings.

The City's inclusionary housing ordinance, chapter 17.51 of the municipal code, requires all residential developments contribute to the provision of housing for very low, low, and moderate income households in the city. A residential development may be exempted from all or a portion of that requirement at the recommendation of the Planning Commission and as approved by the City Council, provided the City Council makes written findings supporting the determination that two or more of the situations listed in section 17.51.080.C of the zoning code exist.

CEQA

All CEQA analyses and reviews have been completed in accordance with the CEQA guidelines as set forth in California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq. On October 11, 2016, the City of Greenfield City Council certified the South End Annexation Supplemental Environmental Impact Report (SEIR), adopted the required CEQA findings, and adopted a Mitigation Monitoring and Reporting Program. No further CEQA review is required for this vesting tentative map application.

BACKGROUND

On October 4, 2016, the Planning Commission held public hearing on the South End Annexation project. The Planning Commission adopted a resolution recommending the City Council: (1) certify the Final SEIR; (2) adopt the Mitigation Monitoring and Reporting Program; (3) approve the prezoning of the overall project site to R-L (Single Family Residential), C-H (Highway Commercial) with GMO (Gateway and Mixed Use Overlay), I-H (Heavy Industrial), and PQP (Public/Quasi Public); and (4) direct staff to move forward with an application to LAFCO for annexation of the project area based upon these approvals. On October 11, 2016, the City Council held public hearing on these same matters and adopted a resolution taking each of the actions recommended by the Planning Commission.

The Planning Commission public hearing on October 4, 2016, also included consideration of a vesting tentative subdivision map for a portion of the proposed annexation area for 150 single-family homes, roadways, agricultural buffers, and related neighborhood improvements. At that time, further refinement of the vesting tentative map was in progress to ensure technical conformity with the mapping requirements of chapter 16.16 of the City's subdivision code. The public hearing and final action by the Planning Commission recommending approval of the vesting tentative subdivision map was continued to November 1, 2016. At the October 11, 2016, City Council meeting, public hearing and final action by the City Council on the vesting tentative map were similarly continued to this date, November 15, 2016.

On November 1, 2016, the Planning Commission adopted a resolution recommending (1) the City Council approve the proposed vesting tentative map for the subdivision of the property the subject of this vesting tentative map application, APN: 221-011-068, into 150 single-family residential lots with streets and sidewalks, storm water detention facilities, and permanent and interim agricultural buffers; and (2) the City Council approve exemption of the project from the City's inclusionary housing requirements of chapter 17.51 of the municipal code.

PROJECT REVIEW AND ANALYSIS

Site Description

"The Vines" Vesting Tentative Subdivision Map encompasses 47 acres south and west of Greenfield High School. The site is currently used for active agriculture production of row crops. The topography of the site is nearly flat and contains no significant natural hills, ridges, ravines, or other topographic features. There are no watercourses or wetlands on the property or in the vicinity, nor are there any trees of substantial stature or significance.

Conformance with the General Plan and Zoning Ordinance

The project site has been prezoned Single Family Residential (R-L). The General Plan designation is Low Density Residential. The subdivision proposes 150 single-family lots ranging in size from 6,000 to 12,000 square feet, consistent with the City's Single Family Residential designation. The site was previously approved for 329 units in 2008. As described in the Greenfield General Plan (2005), the Single Family Residential designation provides for the development of low-density, single-family residential housing and allows for a minimum of one dwelling unit and a maximum of seven dwelling units per acre, with a minimum parcel size of 6,000 square feet. This subdivision is 3.2 units per acre. The subdivision meets the City's lot size and density requirements and conforms to the land use designations of the General Plan and Zoning Code.

As this project proceeds through the development review and approval process, all development standards for the R-L zoning district (*see* zoning code section 17.30.040) will be met as a condition of further project approval. These development standards include those pertaining to accessory structures, landscaping, resource efficiency, lighting, parking, and signage.

Open Space/Agricultural Buffers

The subdivision includes interim agricultural buffers on its south and west boundaries, consistent with criteria contained in the City/County/LAFCO Memorandum of Agreement (MOA).

Retention Basins

The 200-foot agricultural buffer on the south parcel line includes a 62-foot-wide stormwater retention area. It is the City's desire that this not be a dedicated retention basin with no other public use.

Landscaping

The proposed project does not include a detailed landscaping plan. Landscaping will be required to include a variety of trees, shrubs, groundcover, perennials, and vines along project streets, as well as detailed plans for residential areas and public use facilities. Landscape plans will be required for submittal, review, and approval prior to approval of improvement plans and issuance of building permits.

Traffic and Circulation Improvements

Primary access to the project site will be from El Camino Real at a new intersection designed to serve the development. Right-of-way widths for interior streets range from 56 to 68 feet. The streets also include 5-foot-wide sidewalks.

Affordable Housing Requirement

The project is intended to be market and upper-market rate housing on larger lots – upper-end housing. The project is intended to be move-up rather than entry level. This is the type of housing and subdivision that does not exist in Greenfield or in any of the other south county

communities. It has been an express desire of the City Council that a future development address this "missing" segment of the local housing market. "The Vines" subdivision is intended to fulfill that desire.

The City's inclusionary housing ordinance, chapter 17.51 of the municipal code, requires all residential developments to contribute to the provision of housing for very low, low, and moderate income households in the city. A residential development may be exempted from all or a portion of that requirement at the recommendation of the Planning Commission and as approved by the City Council, provided the City Council makes written findings supporting the determination that two or more of the situations listed in section 17.51.080.C of the zoning code exist. For the proposed project, the two applicable situations are: (1) the number of existing affordable housing units within one-half mile of the proposed development exceeds 20% of the total number of proposed housing units and (2) the project proposes significant amenities above and beyond those required as a result of the development to the benefit of the city. Support for finding the applicability of these two situations includes:

- The Monterey County Housing Authority Los Ositos and CHISPA Tyler Park Townhome projects, both affordable housing projects, are within one-half mile of the project site.

- The project is immediately adjacent to Greenfield High School and Vista Verde Middle School and the large outdoor recreation facilities associated with each school. Direct pedestrian and bicycle pathways between the subdivision and the outdoor recreation and activity fields of Vista Verde Middle School and Greenfield High School are proposed.

- The large stormwater detention basin along the south property line, which is more than 4 acres in size, will be developed to also provide a significant passive outdoor activity use area.

- The provision of upper-market, upper-end housing on larger lots substantially exceeds the requirements for a "standard" single-family housing subdivision. This is a type of housing that does not currently exist in the city. This is a benefit to the city for which the City Council has previously expressed strong support and a desire to bring some upper-end housing availability to the city.

Parking

All 150 single-family homes will need to include enclosed or covered parking for two cars and two more spaces in driveways to meet the requirements set forth in table 17.58-1 of the zoning code.

Construction/Site Preparation

Clearing/grading typical for the construction of an urban residential neighborhood will be necessary. The subdivision does not propose a phasing plan; however, the project site could be developed in phases. All aspects of construction and site preparation will be required to comply with all applicable federal, state, and local codes and will be reviewed and approved by the

Building Official or the City Engineer. Compliance with the City's Standard Conditions for Construction will be required.

Public Services and Infrastructure

Public services and facilities, such as water, wastewater, gas, and electricity, will be extended from the City's infrastructure network to the project site. Electrical and natural gas service will be provided by Pacific Gas and Electric Company (PG&E). Telecommunications services will be provided by AT&T (or current provider), and cable television will be provided by Charter Communications (or current provider). The Greenfield Police Department will provide law enforcement services to the development upon annexation, and firefighting and emergency response services will be provided by the Greenfield Fire Protection District.

Conformance with LAFCO Annexation Policy

The Monterey County Local Agency Formation Commission (LAFCO) controls boundary changes (annexations) for local jurisdictions and special districts in Monterey County, including annexations and amendments to a jurisdiction's sphere of influence. As such, LAFCO is a responsible agency in considering the project and is the decision-making body for the annexation. The annexation was analyzed as a part of the SEIR process. Based on this analysis, the City Council previously found that the entire South End Annexation, including "The Vines" residential subdivision, is consistent with LAFCO policy and the provisions of the City/County/LAFCO MOA.

Permanent and Interim Agricultural Land Use Buffers

Consistent with the Greater Greenfield Area Memorandum of Agreement, the annexation area will require permanent and interim buffers to ensure adequate distance between active agriculture and urban land uses. Interim buffers of 70 feet will be provided along the western edge of the Scheid West parcel, in "The Vines" subdivision. The Scheid West parcel also includes a 200-foot interim buffer on its southern edge. Interim buffers will remain until such time that urban uses are extended and the buffer is no longer needed. The location, width, and status of these buffers (permanent versus interim) are consistent with the MOA, as well as with the City's General Plan and LAFCO policy guidance.

Conformance with Subdivisions Code and State Subdivision Map Act

The vesting tentative map submitted with this application was prepared in compliance with the requirements of sections 16.16.020 and 16.16.030 of the City of Greenfield Subdivisions Code and the State Government Code, Subdivision Map Act, sections 66452 – 66452.24. The vesting tentative map complies with all local and state requirements for approval of the proposed vesting tentative map.

SUMMARY/STAFF RECOMMENDATION

The applicant is requesting approval of a vesting tentative subdivision map for the proposed annexation area that will allow 150 single-family homes, roadways, agricultural buffers, and

related neighborhood improvements. The proposed vesting tentative map is consistent with the intent of the general plan and prior general plan amendments for this area. The proposed vesting tentative map is also consistent with the applicable provisions of the zoning code and the subdivision ordinance for development of property as they relate to lot size, configuration, density, and design. The SEIR and Mitigation Monitoring and Reporting Program for this project certified/approved by the City Council on October 11, 2016, included conditions which address the mitigations within the General Plan EIR and the South End SEIR, the City's standard conditions of development, and the specific design issues on this site. Development of the property shall be subject to the City's Standard Conditions for Construction.

The applicant is further requesting exemption from the requirements of the City's inclusionary housing ordinance, chapter 17.51 of the City's municipal code. Upon recommendation of the Planning Commission, the City Council may grant such exemption upon making written findings supporting the determination that two or more of the situations listed in section 17.51.080.C of the zoning code exist. For the proposed project, the two applicable situations are: (1) the number of existing affordable housing units within one-half mile of the proposed development exceeds 20% of the total number of proposed housing units and (2) the project proposes significant amenities above and beyond those required as a result of the development to the benefit of the city.

On November 1, 2016, the Planning Commission held public hearing on the vesting tentative map application and adopted a resolution recommending that the City Council (1) approve the Vesting Tentative Map for the Scheid West property ("The Vines") and (2) approve exemption of the project from the requirements of the City's inclusionary housing requirements. The Planning Director concurs with the recommendations of the Planning Commission.

PROPOSED MOTION

I MOVE THAT THE CITY OF GREENFIELD CITY COUNCIL ADOPT RESOLUTION 2016-94, A RESOLUTION APPROVING THE VESTING TENTATIVE MAP FOR "THE VINES" RESIDENTIAL SUBDIVISION AND EXEMPTING THE PROJECT FROM THE REQUIREMENTS OF THE CITY'S INCLUSIONARY HOUSING ORDINANCE.

CITY OF GREENFIELD CITY COUNCIL
RESOLUTION No. 2016-94

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE VESTING TENTATIVE MAP FOR "THE VINES" RESIDENTIAL SUBDIVISION AS PART OF THE SOUTH END ANNEXATION PROJECT AND EXEMPTING THE PROJECT FROM THE REQUIREMENTS OF CITY'S INCLUSIONARY HOUSING ORDINANCE

WHEREAS, California Government Code, Subdivision Map Act, sections 66452 – 66452.24 and chapter 16.16 of the Greenfield Municipal Code set forth requirements for subdivisions and tentative maps; and

WHEREAS, the City of Greenfield Municipal Code establishes the City Council as the designated Approving Authority for subdivisions and tentative maps; and

WHEREAS, the City of Greenfield Municipal Code charges the Planning Commission with responsibility to review tentative map applications; make a report to the City Council with respect to the design of the subdivision and the kind, nature, and extent of the proposed improvements; and make findings and recommendations for approval, conditional approval, or denial of the proposed tentative map to the City Council; and

WHEREAS, an application has been submitted for the creation of a subdivision and vesting tentative map for certain proposed residential property as part of the South End Annexation project, APN: 221-011-068, located in the City of Greenfield, California; and

WHEREAS, the California Environmental Quality Act (CEQA) requires an assessment of the environmental impacts of a proposed project and the adoption of all feasible measures to mitigate those impacts; and

WHEREAS, the City of Greenfield City Council on October 11, 2016, certified the South End Annexation Supplemental Environmental Impact Report (SEIR), adopted the required CEQA findings, adopted a Mitigation Monitoring and Reporting Program, approved prezoning of the site to Single Family Residential (R-L), and directed staff to prepare and forward an annexation application to LAFCO; and

WHEREAS, the vesting tentative map application consists of a project analyzed as part of the certified SEIR; and

WHEREAS, the City of Greenfield Planning Commission has reviewed and analyzed the requested vesting tentative map, held public hearing, and adopted a resolution recommending the City of Greenfield City Council approve such vesting tentative map; and

WHEREAS, the City's Inclusionary Housing Ordinance, chapter 17.51 of the City's municipal code, requires all residential developments contribute to the provision of housing for very low, low, and moderate income households in the city; and

WHEREAS, a residential development may be exempted from all or a portion of the inclusionary housing requirements at the recommendation of the Planning Commission and as approved by the City Council, provided the City Council makes written findings supporting the determination that two or more of the situations listed in section 17.51.080.C of the zoning code exist;

WHEREAS, the Planning Commission has recommended the City Council exempt the proposed residential subdivision from the requirements of the City's Inclusionary Housing Ordinance; and

WHEREAS, the action now before the City Council was heard, reviewed, and discussed by the City Council at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Greenfield does make the following Findings:

1. FINDING: The proposed project is substantially in conformance with the City of Greenfield General Plan, Subdivisions Code, Zoning Code, and other Municipal Code requirements and standards.

   (a) The General Plan denotes the project site as Low Density Residential and the prezoning designation is Single Family Residential (R-L);

   (b) The subdivision proposes 150 single-family lots ranging in size from 6,000 to 12,000 square feet, consistent with the City's Single Family Residential designation. The Single Family Residential designation provides for the development of low-density, single-family residential housing and allows for a minimum of one dwelling unit and a maximum of seven dwelling units per acre, with a minimum parcel size of 6,000 square feet. This subdivision is 3.2 units per acre;

   (c) As this project proceeds through the development review and approval process, all development standards for the R-L zoning district (zoning code section 17.30.040) will be met as a condition of further project approvals. These development standards include those pertaining to accessory structures, landscaping, resource efficiency, lighting, parking, and signage;

   (d) The subdivision includes public streets, new water, sewer, storm drain, public utility lines, open space, and detention facilities designed in conformance with City standards. All improvements to City utilities will be constructed to City standards both on and off the site;

(e) Development of the project site will be required to comply with the City's Standard Conditions for Construction; and

(f) The project is consistent with the General Plan, the SEIR for the South End Annexation project, the Zoning Code, and other City development standards.

2. FINDING: The site is suitable for the type and density of development proposed.

(a) The project site is nearly flat, undeveloped, and located outside the floodplain.

(b) The proximity to existing development and City services makes infrastructure improvements to serve the site feasible economically and physically; and

(c) El Camino Real provides direct access to the project area; on-site streets will be developed as part of this project providing connection to the citywide network.

3. FINDING: The proposed project will not cause substantial environmental damage, nor substantially or unavoidably injure fish or wildlife or their habitat.

(a) The SEIR identified no native habitat or fish and wildlife on the site, which has been used primarily for farming;

(c) Best available technology (such as on-site retention basins) will be used to ensure there are no water quality impacts from drainage of the site;

(d) The South End Annexation project can fully mitigate for agricultural land conversion through the Williamson Act Easement Exchange process, thus eliminating a significant unavoidable impact; and

(e) Mitigation measures have been included as conditions of approval and within the Mitigation Monitoring and Reporting Program to reduce potential environmental impacts to a less than significant level where feasible.

4. FINDING: The establishment, maintenance, and operation of the project's land uses will not, under the circumstances, be detrimental to the health, safety, peace, morals, comfort, and general welfare of the persons residing or working in the vicinity of the proposed development, or to its future residents, or to the general welfare of the city.

(a) This project has been reviewed by all responsible, city, county, regional, and state agencies, and conditions of approval (mitigation) have been applied as deemed necessary by Planning and Public Works staff to ensure the continuing public health, safety, and orderly development of the surrounding area; and

(b) All infrastructure as known at this time has been reviewed and a determination has been made that the site can and will be provided with the required municipal services.

5. FINDING: The payment of school impact fees, the provision of park and recreational facilities in accordance with sections 16.36.020 and/or 17.16.080 of the municipal code, and the immediate proximity to Greenfield High School and Vista Verde Middle School, and the significant outdoor recreation facilities of each school, are adequate measures for the accommodation of school and park and recreation facilities for residents of this site.

   (a) The proposed subdivision will provide park and recreational facilities, or provisions therefor, in accordance with the requirements of sections 16.36.020 and/or 17.16.080 of the municipal code;

   (b) The project is immediately adjacent to Greenfield High School and Vista Verde Middle School and the large outdoor recreation facilities associated with each school;

   (c) Direct pedestrian and bicycle pathways between the subdivision and the outdoor recreation and activity fields of Vista Verde Middle School and Greenfield High School are proposed;

   (d) The large stormwater detention basin along the south property line, which is more than 4 acres in size, will be developed to also provide a significant passive outdoor activity use area; and

   (e) The proposed subdivision will pay all required school impact fees to address school impacts from the residential development of the site.

6. FINDING: All requirements of the California Environmental Quality Act have been met.

   (a) The proposed subdivision is part of the South End Annexation project for which a SEIR and Mitigation Monitoring and Reporting Program were prepared, and certified/adopted by the City, to address the potential environmental impacts of the proposed subdivision.

7. FINDING: The number of existing affordable housing units within one-half mile of the proposed development exceeds 20% of the total number of proposed housing units.

   (a) The Los Ositos very low and low income housing development, owned and operated by Monterey County Housing Authority, is within one-half mile of the proposed development;

   (b) The Tyler Park Townhome project, another low and moderate income affordable housing project, owned and operated by CHISPA, is within one-half mile of the proposed development; and

   (c) The number of very low, low, and moderate income housing units available in the Los Ositos and Tyler Park Townhome affordable housing projects exceeds 20% of the number of single-family homes proposed for this subdivision.

8. FINDING: The project proposes significant amenities above and beyond those required as a result of the development to the benefit of the city.

(a) The proposed project is intended to be market and upper-market rate housing on larger lots – upper-end housing; the project is intended to be move-up rather than entry level;

(b) The type of housing proposed for this subdivision is the type of housing and subdivision that does not exist in Greenfield or in any of the other south county communities;

(c) It has been an express desire of the City Council that a future residential development project address this "missing" segment of the housing market;

(d) The provision of upper-market, upper-end housing on larger lots substantially exceeds the requirements for a "standard" single-family housing subdivision;

(e) The provision of upper-market, upper-end housing on larger lots is a benefit to the city for which the City Council has previously expressed strong support and a desire to bring some upper-end housing availability to the community;

(f) The proposed development includes direct pedestrian and bicycle access from the subdivision to the adjacent outdoor recreation fields of Vista Verde Middle School and Greenfield High School;

(g) At the time the Scheid family developed the Patriot Park soccer fields and donated that property to the City, there was discussion among the City Council that with the increase of the soccer field donation from approximately 10 to 20 acres this significant community benefit would be taken into consideration when the City Council considered the future residential subdivision of the property the subject to this current vesting tentative map application and the park and inclusionary housing requirements imposed on residential subdivisions by the municipal code; and

(h) The large stormwater detention basin along the south property line, which is more than 4 acres in size, will be developed to also provide a significant passive outdoor activity use area.

BE IT HEREBY FURTHER RESOLVED by the City Council of the City of Greenfield:

1. That the proposed vesting tentative map for the subdivision of the property the subject of this vesting tentative map application, APN: 221-011-068, into 150 single-family residential lots with streets and sidewalks, storm water detention facilities, and permanent and interim agricultural buffers is hereby approved; and

2. That the proposed residential subdivision is exempt from the City's inclusionary housing requirements of chapter 17.51 of the municipal code.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 15th day of November 2016, by the following vote:

AYES, and all in favor, thereof, Councilmembers:

NOES, Councilmembers:

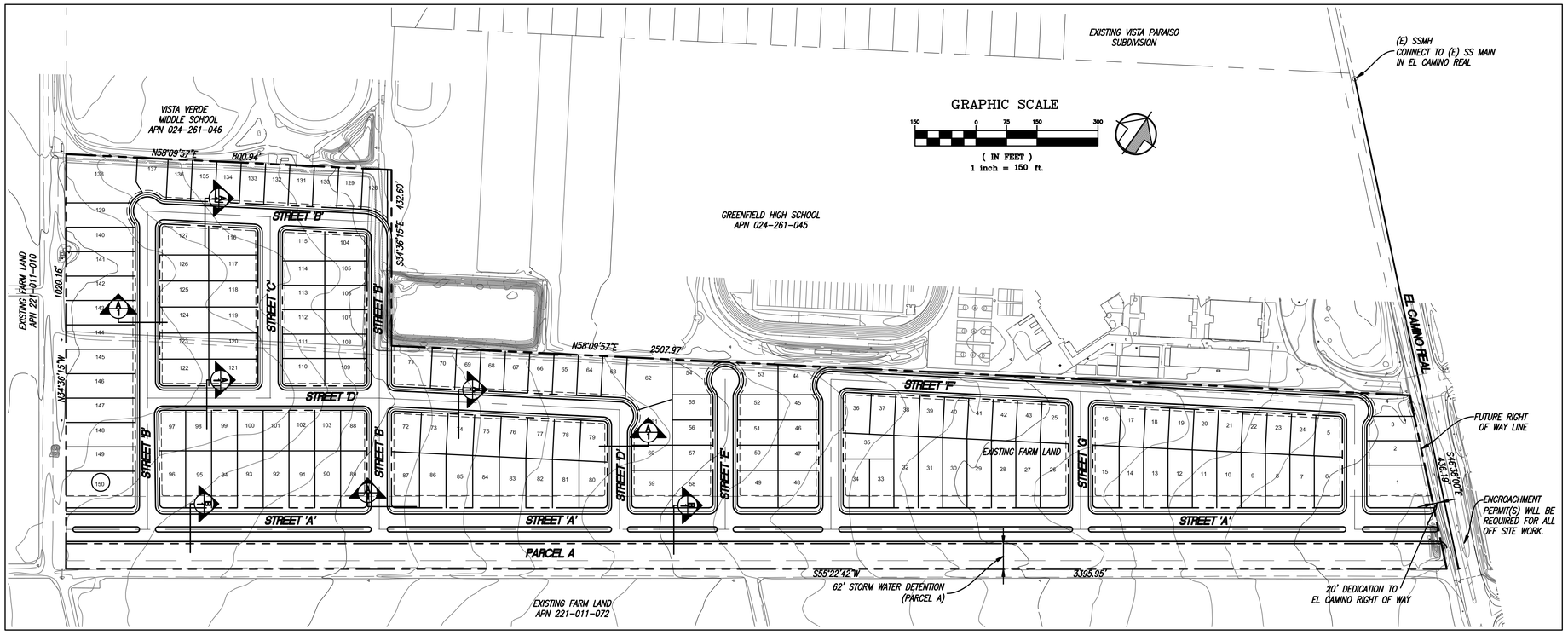
ABSENT, Councilmembers:

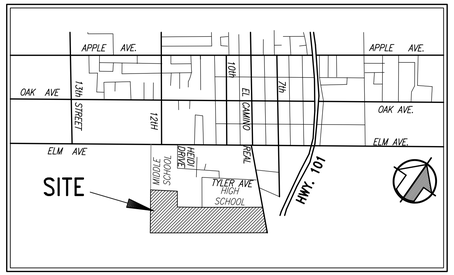
_____
John P. Huerta, Jr., Mayor

Attest:

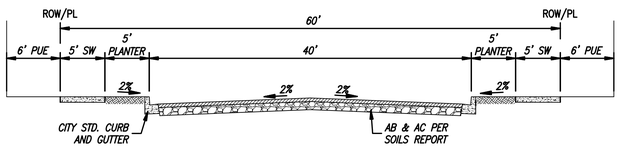
_____
Ann F. Rathbun, City Clerk

VESTING TENTATIVE MAP
THE VINES
CITY OF GREENFIELD, CALIFORNIA
OCTOBER 2016



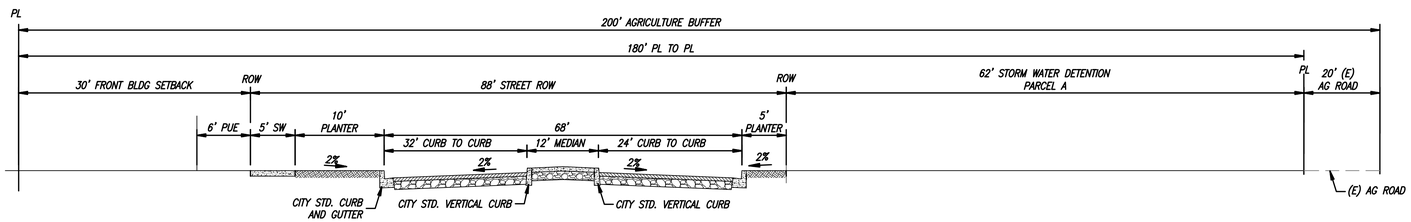


VICINITY MAP–CITY OF GREENFIELD
NOT TO SCALE



A INTERIOR STREET
NTS

STREET 'B', STREET 'C', STREET 'D', STREET 'E', STREET 'F', STREET 'G',



B STREET A
NTS

SHEET INDEX

TM-1 COVER SHEET
TM-2 DIMENSIONAL PLAN
TM-3 DIMENSIONAL PLAN

DEVELOPER'S STATEMENT

APPLICANT:
GEARY COATS / COATS CONSULTING
P.O. BOX 1356
CARMEL, CA 93921

OWNER:
SCHEID VINEYARDS
305 HILLTOWN ROAD
SALINAS, CA 93908

ASSESSOR'S PARCEL NO: 221-011-068

GENERAL PLAN DESIGNATION: LOW DENSITY RESIDENTIAL

EXISTING ZONING: COUNTY AGRICULTURAL

PROPOSED ZONING: SINGLE FAMILY RESIDENTIAL SUBDIVISION

PROPERTY LOCATION: CITY OF GREENFIELD

GROSS PROPERTY SIZE:

46.86 ACRES (EXISTING BOUNDARY/PROPERTY LINE)

PROPOSED DEVELOPMENT AREA:

RESIDENTIAL LOTS	26.60 ACRES
STREETS	15.41 ACRES
PERCOLATION BASIN	4.82 ACRES

NET DENSITY – 150 LOTS / 46.86 ACRES – 3.20 LOTS / ACRES
MINIMUM LOT SIZE – 6,000 SF
AVERAGE LOT SIZE – 7,725 SF

PROPOSED USE:
SINGLE FAMILY RESIDENTIAL LOTS – 150 LOTS
STORM WATER PERCOLATION BASIN – 1 PARCEL (PARCEL A)

PROPOSED DEVELOPMENT:
FULLY DEVELOPED LOTS AND HOUSES

PHASING: MAY BE DEVELOPED IN PHASES

STRUCTURES TO BE DEMOLISHED: YES

PAST AND RECENT USE: AGRICULTURAL

CURRENTLY USED FOR FARMING

SANITARY SEWER SERVICE: CITY OF GREENFIELD SYSTEM CONNECTING TO THE SEWER MAIN IN EL CAMINO REAL AT NORTHERN HIGH SCHOOL DRIVEWAY.

STORM WATER SYSTEM: A SERIES OF STORM DRAIN CATCH BASINS AND UNDERGROUND PIPES FOR THE SUBDIVISION THAT WILL COLLECT AND CONVEY STORM WATER RUNOFF TO A NEW PERCOLATION BASIN LOCATED ALONG THE SOUTHEAST BOUNDARY OF THE PROPERTY (PARCEL A)

WATER SERVICE: CITY OF GREENFIELD WATER SYSTEM WITH SERVICE FROM EL CAMINO REAL.

GAS & ELECTRIC SERVICE FROM PACIFIC GAS AND ELECTRIC

CABLE TELEVISION SERVICE FROM CHARTER COMMUNICATIONS

TELEPHONE SERVICE FROM SBC

EXISTING TOPOGRAPHY IS SHOWN PER AERIAL SURVEY BY KELLOGG AERIAL SURVEYS RECEIVED 12-10-2007

REV.	DATE	DESCRIPTION	APPR'D	SCH.	DATE	DESCRIPTION

DESIGNED BY: RK
DRAWN BY: RK
CHECKED BY: LDG
DATE: 6-21-16
SCALE: AS NOTED

REGISTERED PROFESSIONAL ENGINEER LEON D. GOMEZ No. 68767 EXP. 6-30-18 CIVIL STATE OF CALIFORNIA

Creegan+D'Angelo INFRASTRUCTURE ENGINEERS
225 Cannery Row, Suite H
Monterey, CA 93940
Tel (831) 373-1333
Fax (831) 373-0733
www.cdengineers.com

SCHEID VINEYARDS
VESTING TENTATIVE MAP
THE VINES
COVER SHEET
Greenfield Monterey County California

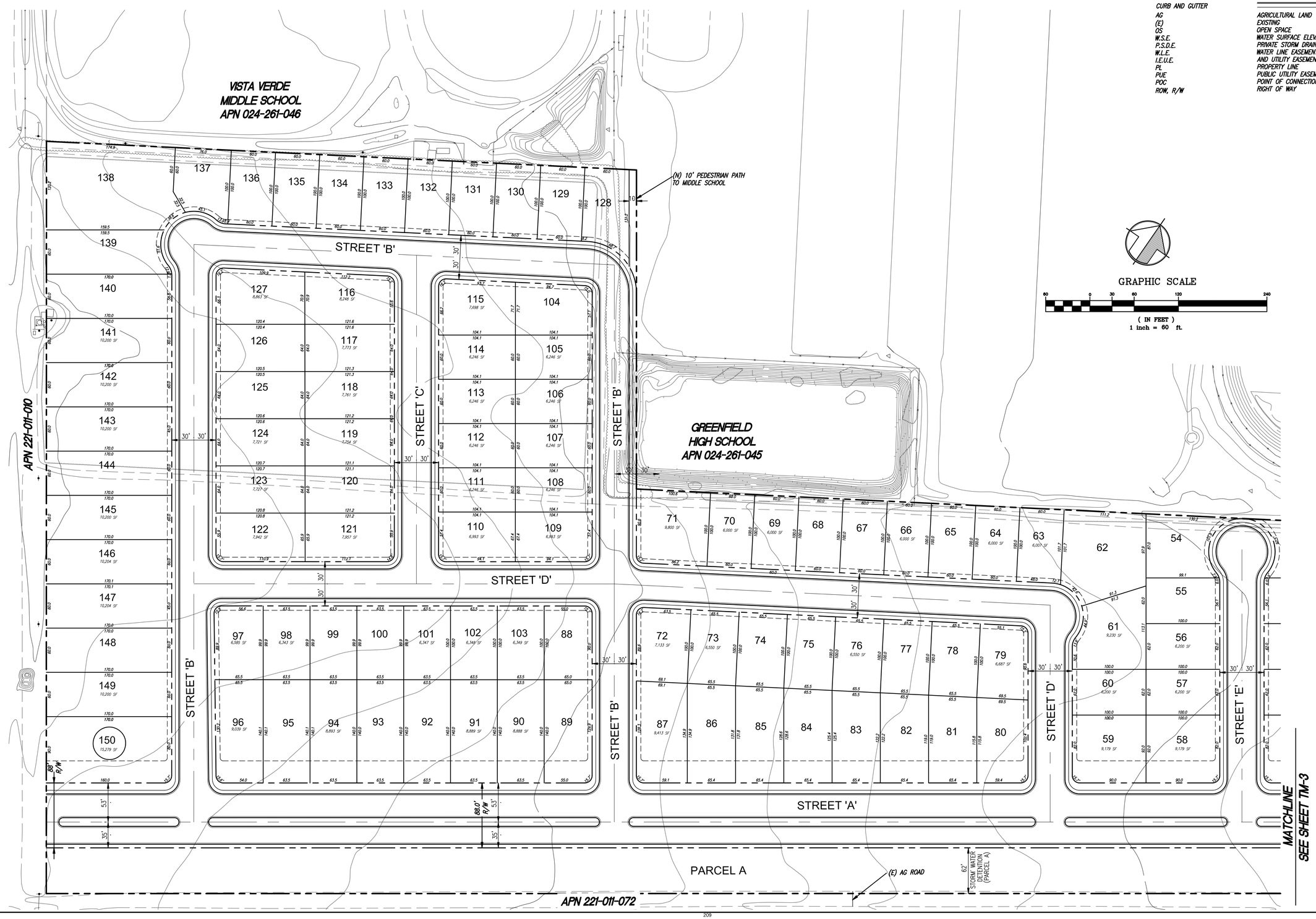
SHEET NUMBER
TM-1
OF 3 SHEETS

DRAWING NO.
716002

OCTOBER 21, 2016 11:22:08 a.m.
XREFS: 7070121-TX24X36 7070121-MASTER 7070121-XTOPO
DRAWING: P:\DRAWI\716002.00 VINES SUBDIVISION\TENTATIVE MAP\TM 01-COVER.DWG

LEGEND

BOUNDARY LINE	
PROPERTY LINE/ROW	
CONTROL LINE/CENTER OF ROW	
LOT LINE	
EASEMENT LINE	
AGRICULTURE BUFFER	
EXISTING UTILITIES	8" SS
EXISTING SSMH/SDMH (as noted)	
CURB AND GUTTER	
AG	AGRICULTURAL LAND
(E)	EXISTING
OS	OPEN SPACE
W.S.E.	WATER SURFACE ELEVATION
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
W.L.E.	WATER LINE EASEMENT INGRESS, EGRESS,
I.E.U.E.	AND UTILITY EASEMENT
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF CONNECTION
ROW, R/W	RIGHT OF WAY



REV.	DATE	DESCRIPTION	APPR'D	SCH.	DATE	DESCRIPTION

DESIGNED BY: RS/RK
DRAWN BY: RK
CHECKED BY: LDG
DATE: 6-21-16
SCALE: AS NOTED

REGISTERED PROFESSIONAL ENGINEER LEON D. GOMEZ NO. 68707 EXP. 6-30-18 CIVIL STATE OF CALIFORNIA

Creegan+D'Angelo INFRASTRUCTURE ENGINEERS
225 Cannery Row, Suite H
Monterey, CA 93940
Tel (831) 373-1333
Fax (831) 373-0733
www.cdengineers.com

SCHEID VINEYARDS
VESTING TENTATIVE MAP
THE VINES
DIMENSIONAL PLAN
Greenfield Monterey County California

SHEET NUMBER
TM-2
OF 3 SHEETS

DRAWING NO.
716002

DRAWING: S:\LAND PROJECTS\707021 SCHEID SOUTH GREENFIELD\DWG\MAP 03-SITE AND UTILITY PLAN.DWG
XREFS: 707021-DESIGN 707021-MASTER 707021-XTOPO 707021-LGND 707021-TX24X36
APRIL 20, 2016 11:26:38 a.m.

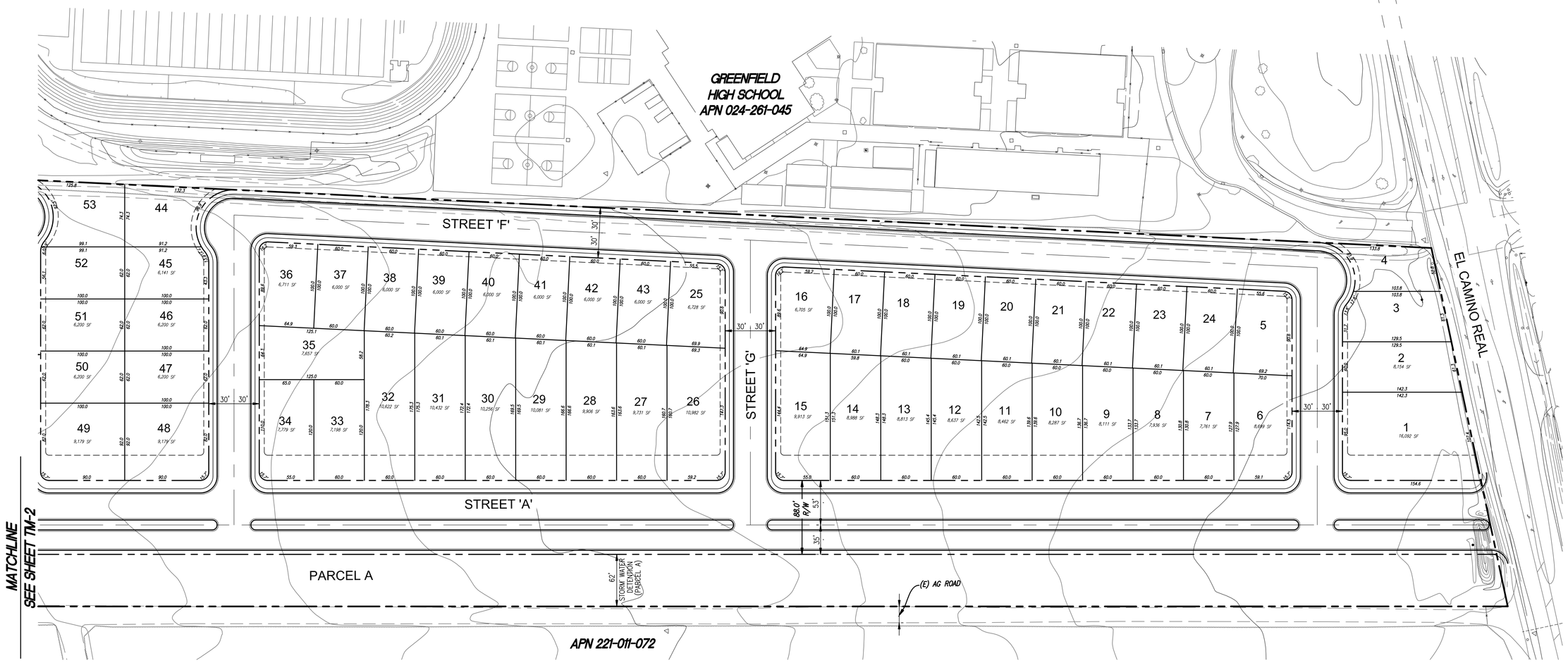
LEGEND

BOUNDARY LINE	
PROPERTY LINE/ROW	
CONTROL LINE/CENTER OF ROW	
LOT LINE	
EASEMENT LINE	
AGRICULTURE BUFFER	
EXISTING UTILITIES	8" SS
EXISTING SSMH/SDMH (as noted)	
CURB AND GUTTER	
AC	AGRICULTURAL LAND
(E)	EXISTING
OS	OPEN SPACE
W.S.E.	WATER SURFACE ELEVATION
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
W.L.E.	WATER LINE EASEMENT INGRESS, EGRESS,
I.E.U.E.	AND UTILITY EASEMENT
PL	PROPERTY LINE
PUE	PUBLIC UTILITY EASEMENT
POC	POINT OF CONNECTION
ROW, R/W	RIGHT OF WAY

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



DESIGNED BY: RS/RK
DRAWN BY: RK
CHECKED BY: LDG
DATE: 10-21-16
SCALE: AS NOTED

REGISTERED PROFESSIONAL ENGINEER LEON D. GOMEZ No. 68767 EXP. 6-30-18 CIVIL STATE OF CALIFORNIA

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Creegan+D'Angelo INFRASTRUCTURE ENGINEERS

SCHEID VINEYARDS
VESTING TENTATIVE MAP
THE VINES
DIMENSIONAL PLAN
Greenfield Monterey County California

SHEET NUMBER
TM-3
OF 3 SHEETS

DRAWING NO.
716002

REV.	DATE	DESCRIPTION	APPR'D	SCH.	DATE	DESCRIPTION

APRIL 20, 2010 11:26:38 a.m.

XREFS: 707021-DESIGN 707021-MASTER 707021-ATOPO 707021-LGND 707021-TX24X36

DRAWING: S:\LAND PROJECTS\707021 SCHEID SOUTH GREENFIELD\DWG\TMAP 03-SITE AND UTILITY PLANING

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: November 8, 2016

AGENDA DATE: November 15, 2016

TO: Mayor and City Council

FROM: Mic Steinmann, Community Services Director

TITLE: **RESOLUTION APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF THE MAGNOLIA PLACE SENIOR APARTMENTS PHASE II AND PHASE III**

BACKGROUND

In order to facilitate development and construction of Phase II and Phase III of Magnolia Place, an affordable senior rental apartment project, the City agrees to sell to AMG & Associates, a California Limited Partnership, an approximate 2.23 acre parcel located at the northeast corner 12th and Elm Street, immediately to the north of the existing Magnolia Place apartment project. The terms of this financial transaction are set forth in attached Disposition and Development Agreement. (Note: This is not a land use development agreement under the authority of the State Government Code or the City's Subdivision Code, title 16; it is a financing and operation agreement.) In adopting the proposed resolution, the City is agreeing to provide a loan to AMG & Associates to purchase the property set forth in the Acquisition Loan, and to defer up to $284,025 of traffic, park and recreation, and street, signal, and infrastructure fees, or otherwise provide equivalent financial contribution to the project.

As set forth in the Disposition and Development Agreement, AMG & Associates will enter into and execute subsequent loan agreements, fee deferral agreements, promissory notes, regulatory agreements, and deeds of trust. While this financial transaction is complex, it is the same financial transaction used for development of the existing Magnolia Place apartment project. The key provisions of the Disposition and Development Agreement, and the subsequent regulatory agreements and loan and other documents include the following:

- The purchase price for the property will be in an amount not to exceed its appraised market value as determined by an independent appraiser. The appraisal has not yet been completed.

- The City will defer the collection of certain traffic, park and recreation, and street, signal, and infrastructure fees, or provide equivalent financial contribution to the project.

- The Property will be subject to recorded covenants that restrict use of the Property to development of an affordable multi-family senior rental housing project. For a term of not less than fifty-five (55) years the residential units in the Project, not including the manager's unit, shall be rent restricted and rented at affordable rates, as set forth in the Regulatory Agreement. The Project is restricted for occupancy by households in which at least one member is a person 62 years of age or older.

- AMG & Associates is responsible for paying all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, design review, architectural review, and any subsequent approvals for the Project or the development of the Property.

- AMG & Associates will apply for an allocation of nine percent (9%) California low-income housing tax credits. The TCAC application must include evidence that all Project financing has been firmly committed by AMG & Associates, or lending institutions, subject only to commercially reasonable conditions or allocation(s) for low-income housing tax credits from TCAC.

- If AMG & Associates is not successful in obtaining 9% tax credit financing after three applications, alternative financing options will be discussed with the City which may include an application for 4% tax credits and/or additional housing fund contributions from the City. The initial tax credit financing application will be in March 2017; and if not successful the second and third applications would be in March 2018 and July 2018, or later depending on the TCAC application submittal schedule.

- Failure to obtain suitable financing and commence construction of Phase III of the Project by January 31, 2022, will result in termination of the agreement.

- The Property will be used for the development and operation of a 44-unit multi-family senior residential project, in accordance with the terms and conditions of the Disposition and Development Agreement and the Regulatory Agreement.

- AMG & Associates will not sell, transfer, convey, assign, or lease any part of its interest in the Property or Project without the prior written approval of the City

- If AMG & Associates defaults under the terms of the Disposition and Development Agreement or Regulatory Agreement, the City has the right to terminate the agreements.

- AMG & Associates will indemnify, defend, and hold harmless the City from any Claims resulting from the development, construction, improvement, operation, ownership, or maintenance of the Project or the Property, or in connection with Developer's performance under these agreements.

- No tenant qualifying for a rental restricted unit will be denied continued occupancy if the tenant's adjusted income increases to exceed the allowed income restrictions until both the tenant's adjusted income exceeds 90% of AMI and expiration of tenant's lease.

- In renting income restricted units, preference shall be given to households in which at least one member currently lives or works in the City of Greenfield, second preference to households in which at least one member is the parent of a person who lives or works in the City of Greenfield, and third preference to households in which at least one member lives or works in the County of Monterey.

- AMG & Associates will submit an annual report to the City which will include the following information for each dwelling unit in the Project: unit number, current rent and other charges, dates of any vacancies during the previous year, number of people residing in the unit, total household income of residents, and documentation of source of household income. AMG & Associates will also certify that the Project is in compliance with the requirements of the agreements.

BUDGET AND FINANCIAL IMPACT

Key financial and budgetary provisions Disposition and Development Agreement and the subsequent regulatory agreements include the following:

- The loans from the City may be assigned by AMG & Associates only to meet Project financing requirements and/or its limited partnership agreement.

- The City will sell the property to AMG & Associates and take back a loan in the amount of the purchase price.

- The City of Greenfield will provide two loans to AMG & Associates:

    - Acquisition Loan in the amount not to exceed the fair market value of the property as determined by an independent appraiser; and

    - Fee Deferrals in the amount not to exceed $284,025 for traffic, park and recreation, and street, signal, and infrastructure fees, or provide equivalent financial contribution to the project.

- The Acquisition Loan and the Fee Deferral Loan shall initially bear no interest (0%). Upon the earlier of the permanent loan conversion or the third (3rd) anniversary of the Project's construction loan closing, the outstanding principal balance of the loans shall bear interest at a simple rate not to exceed three percent (3%) per year. The Executive Director of the Lender will set the rate between 0% and 3%, as reasonably necessary to make the Project financially feasible.

- The Acquisition Loan will be for thirty (30) years.

- The Fee Deferral Loan will be for fifty-five (55) years; but will become due and payable if the Project is refinanced upon the expiration of the tax credit compliance period.

- The loan proceeds will be used to finance a portion of the predevelopment, development, and construction costs of the Project. Construction costs will include the cost of all fees necessary for the issuance of building permits.

- Annual installments to repay the Acquisition Loan and the Fee Deferral Loan are limited to 50% of Residual Receipts generated by the Project and any payments to the City will be used to repay the loans on a prorata basis based on the respective loan amounts.

- The Acquisition Loan and the Fee Deferral Loan will be secured by a Deed of Trust naming the City as the beneficiary.

- Repayment of principal and interest will be nonrecourse to the Borrower and its partners; and recourse shall be limited to the property and any other security given by Borrower.

- The Deed of Trust and Regulatory Agreement will be subordinated to all construction lender and Tax Credit permanent Deeds of Trust and Senior Loan Regulatory Agreements.

- All loan fees and costs, including attorney fees will be paid by the City. The Borrower will pay all escrow, title, recording and other standard closing costs.

REVIEWED AND RECOMMENDED

There is a great demand for affordable senior rental homes in Greenfield. The existing Magnolia Senior Apartment project has been very successful. At the time this project was first proposed and developed, it was anticipated that future phases would be developed based on market demand. With the success and waiting list for the first phase project, AMG & Associates desires to begin development and tax credit application activities for phases 2 and 3 of this project. The starting point is City Council approval of the attached Disposition and Development Agreement. This agreement has been developed with the assistance of legal counsel from Meyers Nave, who also developed the similar agreement for the original Magnolia Place Senior Apartments project.

The City Manager, City Attorney, and Community Services Director recommend the City Council approve the Disposition and Development Agreement and authorize the City Manager to negotiate and execute subsequent regulatory agreements, loan documents, and all other documents necessary to complete this complex financial transaction.

PROPOSED MOTION

I MOVE TO APPROVE RESOLUTION 2016-95, A RESOLUTION APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF PHASE II AND PHASE III OF THE MAGNOLIA PLACE SENIOR APARTMENT PROJECT.

CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2016-95

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF THE MAGNOLIA PLACE SENIOR APARTMENTS PHASE II AND PHASE III

WHEREAS, there is a great demand for affordable rental homes, particularly for low and very low income senior citizens, in the City of Greenfield (the "City"); and

WHEREAS, the City therefore desires to cause the development of the Magnolia Place Senior Apartments, Phase II and Phase III, consisting of up to forty-four(44) units of affordable senior rental housing to include a mix of very low income units, low income units, and a manager's unit, of which 32 units are to be constructed and known as Magnolia Place Phase II and 12 units are to be constructed an known as Magnolia Place Phase III (the "Project"); and

WHEREAS, the City has determined that Project will be of benefit to the City of Greenfield as a whole by increasing the City's supply of affordable housing stock; and

WHEREAS, in order to facilitate development and construction of the Project, the City desires to sell and AMG & Associates, a California Limited Partnership (the "Developer") desires to purchase an approximate 2.23 acre parcel located at the northeast corner 12th and Elm Street, APN: 109-212-011 (the "Property"); and

WHEREAS, the City desires to sell and Developer desires to purchase the Property pursuant to the terms, requirements, and restrictions set forth in a Disposition and Development Agreement ("DDA"), substantially in the form attached to this Resolution; and

WHEREAS, in connection with the purchase and sale of the Property, Developer has requested and City has agreed to provide a loan to Developer in the amount of the full purchase price of the property (the "Acquisition Loan") in an amount not to exceed the appraised purchase price for the Property, as determined by an independent appraiser, in order to finance the acquisition of the Property; and

WHEREAS, Developer has also requested, and City has agreed to provide, a deferral of certain traffic, park and recreation, and street, signal, and infrastructure fees attributable to the Project in an amount not to exceed $284,025 (the "Fee Deferral Loan," and together with the Acquisition Loan the "Loans"); and

WHEREAS, in connection with such Loans and the Disposition and Development Agreement, additional regulatory agreements, loan agreements, promissory notes, and deeds of trust will be required; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Greenfield does hereby:

1. Approve the sale of real property located at the northeast corner 12th and Elm Street to AMG & Associates for the development of the Magnolia Place Senior Apartments, Phase II and Phase III, pursuant to the terms, requirements, and restrictions set forth in the Disposition and Development Agreement;

2. Authorize the City Manager, on behalf of the City, to execute the Disposition and Development Agreement substantially in the form attached to this Resolution; and

3. Authorize the City Manager, on behalf of the City, to negotiate and execute subsequent regulatory agreements, loan documents, and all other documents related to the Disposition and Development Agreement, including but not limited to certain exhibits attached to and required under the Disposition and Development Agreement, and to make all approvals and take all actions, with the advice of the City Attorney, necessary or appropriate to carry out and implement the terms of the Disposition and Development Agreement, the transfer of the Property, and the development of the Project.

PASSED AND ADOPTED, by the City Council of the City of Greenfield on this __ day of November, 2016 by the following vote:

AYES, and all in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
John P. Huerta, Jr., Mayor

ATTEST:

_____
Ann Rathbun, City Clerk

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF GREENFIELD

and

AMG & Associates
A California Limited Liability Company

Magnolia Place II & III
Affordable Senior Rental Housing

_____, 2016

Exhibits

A	Legal Description of Property
B	Regulatory Agreement
C	Acquisition and Fee Deferral Loan Agreement
D	Acquisition Loan Note
E	Fee Deferral Note
F	Deed of Trust
G	Form of Memorandum of Disposition and Development Agreement
H	Financing Plan
I	Development Schedule
J	Form of Certificate of Completion

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into effective as of October 21, 2016 (the "**Effective Date**") by and between the City of Greenfield, a California municipal corporation ("**City**") and AMG & Associates, a California Limited Liability Company ("**Developer**"). City and Developer are hereinafter individually referred to as "Party" and collectively referred to as the "**Parties**."

RECITALS

A. There is a great demand for affordable rental homes, particularly for low and very low income senior citizens, in the City.

B. Developer previously constructed affordable senior rental housing in the City known as Magnolia Place Phase I.

C. The City therefore desires to cause the development of up to 44 units of rental housing to include a mix of very-low income units, low-income units and a manager's unit, of which 32 units are to be constructed and known as Magnolia Place Phase II (the "**Phase II Project**") and 12 units are be to constructed and known as Magnolia Place Phase III (the "**Phase III Project**," and together the "**Projects**").

D. The City owns a 2.231acre parcel located at the northeast corner 12th and Elm Street known as APN #109-212-011(the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, to serve as the future site of the Projects.

E. The City desires to sell and Developer desires to purchase the Property in order to construct the Projects, as described more particularly in Section 5.2 herein and in an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants ("**Regulatory Agreement**"), attached hereto as Exhibit B, that shall be recorded against the Property.

F. Developer has requested and City has agreed to provide a loan to developer in the amount of the full purchase price of the Property (the "**Acquisition Loan**") in an amount not to exceed the appraised market value for the Property as determined by an independent appraiser, in order to finance the acquisition of the Property.

G. Developer has also requested, and City has agreed to provide, two loans to cover costs of deferral of certain traffic, and park and recreation impact fees attributable to the Phase II Project and the Phase III Project in an amount not to exceed 75% of the total traffic, and park and recreation impact fees and 100% of the street, signal, and infrastructure fee attributable to the applicable Project (each, a "**Fee Deferral Loan,**" and together with the Acquisition Loan the "**Loans**").

H. According to the terms of this Agreement, Developer will enter into loan agreements (the "**Acquisition and Fee Deferral Loan Agreement**"), substantially in the form attached as Exhibit C attached hereto and incorporated herein by this reference.

I. Developer will also execute (i) a promissory note (the "**Acquisition Loan Note**") evidencing the Acquisition Loan, substantially in the form attached as Exhibit D, (ii) a promissory note (the "**Fee Deferral Note**") the Fee Deferral Loan, substantially in the form attached as Exhibit E, and (iii) a deed of trust (the "**Deed of Trust**"), substantially in the form attached as Exhibit F, securing the Loans.

J. The City has determined that development of the Property as the Magnolia Place Phase II and Phase III Projects will be of benefit to the City of Greenfield as a whole by increasing the City's supply of affordable senior housing.

K. A material inducement to the City to enter into this Agreement is the agreement by Developer to develop the Projects within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to complete the Projects in accordance with such provisions and within such time periods, subject to the terms and conditions set forth herein.

L. In connection with execution of this Agreement, Developer shall execute such documentation as City shall reasonably require in connection with Projects financing and the Regulatory Agreement.

M. This Agreement, the Memorandum of Disposition and Development Agreement attached hereto as Exhibit G, the Regulatory Agreement, the Acquisition and Fee Deferral Loan Agreement, the Acquisition Loan Note, the Fee Deferral Note and the Deed of Trust are collectively referred to in this Agreement as the "**City Loan Documents**."

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I
DEFINITIONS

1.1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

(a) "Acquisition Loan" is defined in Recital F.

(b) "Certificate of Completion" is defined in Section 5.15.

(c) "City" means the City of Greenfield, California.

(d) "City Loan Documents" is defined in Recital M.

(e) "Claims" is defined in Section 5.17.

(f) "Conditions of Approval" is defined in Section 5.2.

(g) "Construction Plans" is defined in Section 5.11.

(h) "Developer" is defined in the Preamble.

(i) "Environmental Laws" is defined in Section 10.4.

(j) "Fee Deferral Loan" is defined in Recital G.

(k) "Financing Plan" is defined in Section 5.7.

(l) "Hazardous Materials" is defined in Section 10.3.

(m) "Improvements" is defined in Section 5.2.

(n) "Indemnitees" is defined in Section 5.17.

(o) "Official Records" means the Official Records of Monterey County.

(p) "Projects" is defined in Recital B and further described in Section 5.2.

(q) "Property" is defined in Recital D.

(r) "Purchase Price" is defined in Section 4.2.

(s) "Regulatory Agreement" is defined in Recital E.

(t) "Transfer" is defined in Section 8.2

ARTICLE II
REPRESENTATIONS; EFFECTIVE DATE; MEMORANDUM.

2.1. Developer's Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City.

(a) Authority. Developer is a limited partnership, duly organized and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer as provided herein, and the execution, performance and delivery of this Agreement by Developer has been duly authorized by all requisite actions. The persons executing this Agreement on behalf of Developer have been duly

authorized to do so. This Agreement and the other City Loan Documents constitute valid and binding obligations of Developer, enforceable in accordance with their respective terms.

(b) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(c) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(d) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.

2.2. Effective Date; Memorandum. The obligations of Developer and City hereunder shall be effective as of the Effective Date. The Parties shall execute a Memorandum of this Agreement substantially in the form attached hereto as Exhibit B which shall be recorded in the Official Records.

ARTICLE III
TERMINATION OF AGREEMENT

3.1. Failure to Commence Construction of Project. Failure of Developer to acquire the Property and commence construction of the Phase III Project ("**Commencement**") by January 31, 2022 will result in termination of this Agreement with respect to any of the Projects not having achieved Commencement prior to such date.

ARTICLE IV
DISPOSITION OF THE PROPERTY

4.1. Purchase and Sale. Provided that all conditions precedent set forth in this Agreement have been satisfied, City shall convey to Developer the fee interest in the Property in accordance with and subject to the terms and conditions of this Agreement, free and clear of all title defects, liens and encumbrances except:

(a) The provisions and effect of any City plans or requirements;

(b) The provisions and effect of this Agreement;

(c) Liens for non-delinquent taxes, assessments, and/or bonds;

(d) Title exceptions set forth in the Preliminary Title Report for the Property issued by First American Title Company and dated as of _____, 2016; and

(e) Such other conditions, liens, encumbrances, restrictions, easements and exceptions as Developer may approve in writing (all of the foregoing collectively referred to as the "Permitted Exceptions").

Following the Effective Date, absent the consent of Developer, City shall not cause or voluntarily agree to allow a lien or other encumbrance which would remain effective following conveyance of the Property to attach to the Property.

4.2. Purchase Price. The purchase price for the Property is an amount not to exceed the amount determined by third party appraisal.

4.3. Escrow. Escrow shall be opened at the office of First American Title Company, 484 N. Prospect Street, Suite C, Porterville, CA 93257 ("**Title Company**" or "**Escrow Agent**") in order to consummate the conveyance of the Property to Developer and the closing of escrow ("Closing") for the transactions contemplated hereby.

4.4. Costs of Closing and Escrow. Developer shall pay all costs associated with removing any debt encumbering the Property and for all title insurance premiums for policies Developer may elect to acquire for the Property. All other Closing and Escrow costs, including without limitation all title insurance premiums for policies Developer elects to acquire, shall be also paid by Developer.

4.5. Escrow Instructions; Recordation of Documents.

(a) City and Developer shall furnish Escrow Agent a copy of this Agreement and all relevant City Loan Documents, which together with such supplemental instructions as City or Developer may agree upon in writing, shall serve as Escrow instructions for the conveyance of the Property. Developer and City shall make all necessary deposits into Escrow in accordance with such instructions, together with the balance of any other funds Developer is obligated to pay hereunder.

(b) Not later than one day prior to the Closing Date, provided that all conditions precedent to conveyance have been satisfied, City shall deposit into Escrow an executed grant deed ("Grant Deed") conveying the Property to Developer. On the Closing Date, Escrow Agent shall cause the following documents to be recorded in the Official Records of Sacramento County in the following order:

(i) The Regulatory Agreement,

(ii) The Memorandum of DDA, and

(iii) The Grant Deed.

4.6. City's Conditions to Closing. City's obligation to proceed with the Closing is subject to satisfaction or waiver by the City of all of the following conditions:

(a) No Default. Developer is not in Default under the terms of this Agreement, and all representations and warranties of Developer are true and correct in all material respects.

(b) Execution of Documents. Developer has executed and acknowledged the Regulatory Agreement, the Memorandum of Disposition and Development Agreement, the Loan Agreement and all other documents required hereunder, and shall have delivered all such documents to City or into Escrow.

(c) Satisfaction of Conditions Precedent. Developer has satisfied the conditions precedent to Closing.

4.7 Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to satisfaction or waiver by Developer of the following conditions:

(a) No Default. City shall is not in Default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects.

(b) Execution of Documents. City has executed and acknowledged the Grant Deed, the Regulatory Agreement and the Memorandum of Disposition and Development Agreement, and all other documents required hereunder, and has delivered such documents into Escrow.

(c) Developer's Title Policy. The Title Company shall, upon payment of the premium therefor by Developer, be ready to issue an Owner's ALTA extended title policy for the benefit of Developer, showing title to the Property vested in Developer, subject only to the Permitted Exceptions and including such endorsements as Developer may reasonably request.

ARTICLE V
DEVELOPMENT OF THE PROJECT

5.1. The Property. City represents and warrants that as of the Effective Date: (a) City owns a fee simple interest in the Property, and (b) the Property is subject to no covenant, condition, restriction or agreement that would prevent the development of the Project in accordance with this Agreement. If at any time the foregoing statements become untrue, the City shall have the right to terminate this Agreement upon written notice to Developer.

5.2. Scope of Development. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or entity with jurisdiction over the Project or the Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all requirements set forth in the Regulatory Agreement, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing

approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the "**Conditions of Approval**").

(a) The Projects will consist of up to forty (44) units of affordable senior housing rental units targeting very low and low income seniors. The distribution of units among very low and low income seniors shall be as set forth in the Regulatory Agreement. Construction of the foregoing is collectively referred to as the "**Improvements**".

(b) Developer shall provide a landscape plan for improving the general appearance of the storm water retention pond facility constructed during Phase 1 of the project, which is located at the south east corner of the Property. The landscape plan shall, at a minimum, include additional plants and trees around the perimeter of the facility to help shade the area and absorb nutrients, and low maintenance plants in the buffer zone in front and behind the fence to provide for wildlife habitat.

(c) Developer shall construct needed drainage improvements on 12th Street to address localized flooding and the accumulation of storm water after heavy rain on the east side of 12th Street. Drainage improvements shall ensure all storm water accumulation at the northwest property corner flows south on 12th Street to Elm Avenue.

(d) The sidewalk and curb/gutter constructed for the Projects shall align with the street frontage improvements of phase 1. Appropriate transition to the existing sidewalk immediately north of the Property will be required.

(e) All utilities along 12th Street shall be undergrounded, including any existing poles servicing Phase 1. The pole at the northwest property corner can remain.

(f) Notwithstanding anything to the contrary contained herein, the construction of the Project is expressly conditioned upon compliance with the California Environmental Quality Act, California Public Resources Code Section 21000 et seq., CEQA guidelines, and implementing regulations, all as amended from time to time ("CEQA") and/or the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321 et seq., NEPA guidelines, and implementing regulations, all as amended from time to time ("NEPA"), as the same may be applicable to the Project. Necessary CEQA and NEPA studies and reports have been completed, all necessary NEPA approvals have been obtained, necessary notices have been filed and statute of limitations have expired. No physical activity, not otherwise exempt from CEQA or NEPA, as applicable, shall commence on the Property without such compliance.

5.3. Affordable Housing for Seniors. Developer covenants and agrees for itself, its successors and assigns that Developer's interest in the Property will be subjected to recorded covenants that will restrict use of the Property to development of an affordable multi-family senior rental housing project and that for a term of not less than fifty-five (55) years commencing upon the issuance of a final certificate of occupancy for the Project, not less than one hundred percent (100%) (not including the Manager's unit) of the residential units in the Project shall be rented at an affordable cost, as set forth in the Regulatory Agreement. The Project shall be restricted for occupancy by households in which at least one member is a person 62 years of age

or older. Residency by other persons in such dwelling units must be in compliance with Section 51.3 of the California Civil Code.

5.4. Project Approvals. Developer acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building permits for the construction of the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for the construction of the Project, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any), and the completion of any required environmental review.

(a) Developer covenants that it shall, to the extent not otherwise obtained:

(i) Obtain all necessary permits and approvals which may be required by City, or any other governmental City having jurisdiction over the construction of the Project or the development of the Property,

(ii) Comply with all Conditions of Approval,

(iii) Comply with all mitigation measures imposed in connection with any environmental review of the Project, and (iv) not commence construction work on the Project prior to issuance of building permits required for such work.

(b) City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for development of the Project.

5.5. Fees. Subject to (i) the Fee Deferral Loan and (ii) the approval of the financing subsidies identified in the Financing Plan, Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, design review, architectural review, and any subsequent approvals for the Project or the development of the Property.

5.6. Cost of Construction. Except as expressly set forth herein, after the Effective Date, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the design, development and construction of the Project and compliance with the Conditions of Approval, including without limitation the installation and construction of all off-site or on-site improvements required by City in connection therewith, except costs and expenses related to initial ALTA survey, land assemblage, relocation, lot-line adjustment, initial market study and environmental clearance including additional environmental studies that may be required.

5.7. Financing Plan. As set forth in the attached Exhibit H, Developer has provided City with a preliminary financing plan for the Project ("**Financing Plan**") which describes

(a) The Financing Plan must describe:

(i) The estimated costs of Project development, including acquisition costs, and hard and soft construction costs,

(ii) An operating pro forma which describes projected revenue and expenses for the Project, and

(iii) Identification of sources of construction and permanent financing. The Financing Plan must be in a form and content to provide sufficient detail to satisfy the requirements of Developer's proposed Tax Credit Allocation Committee ("**TCAC**") application. The Financing Plan may be the proposed TCAC proforma to be submitted with the TCAC application. Developer shall update the Financing Plan throughout the term of this Agreement to reflect any changes in the TCAC application proforma.

(b) Developer shall provide prior written notice to the City of any material proposed modifications to the Financing Plan. If the City fails to approve of any such modification within fifteen (15) calendar days following City's receipt of the proposed modifications, then the Financing Plan and the encumbrances which may be recorded against the Property in connection with the financing contemplated by the Financing Plan shall be deemed approved by the City. The City agrees not to unreasonably withhold consent to proposed modifications to the Financing Plan.

(c) Consistent with the Financing Plan, Developer shall apply for an allocation of nine percent (9%) Federal low-income housing tax credits. Developer shall submit to the City a copy of Developer's application for tax credits for the Project concurrently with Developer's submittal of such applications to TCAC. The TCAC application shall reflect the current City- approved Financing Plan including a current schedule of sources and uses and updated development and operating pro formas, accompanied by evidence that all Project financing has been firmly committed by Developer, or lending institutions, subject only to commercially reasonable conditions or allocation(s) for low-income housing tax credits from TCAC. Additionally, Developer shall provide City with copies of draft and final copies of its Tax Credit Investor Agreement and it will obtain written approval from the City of the pay-in schedule of all tax credit equity proceeds.

(d) Developer agrees to use best efforts to operate and manage the Project so as to maximize residual receipts there from, including without limitation using residual receipts to fund a social services program for Project residents.

(e) City shall cooperate in the resubmittal of the nine percent (9%) application for grant funding. It is anticipated that a competitive application will require that the Developer has completed design review.

(f) Failure of 9% Tax Credit Application to Win Award. Failure of the Developer to receive an allocation of a nine percent (9%) tax credit award by October, 2017 (or such date as Round #2-2017 TCAC awards are announced) will result in a re-submittal of the nine percent (9%) tax credit application in March of 2018 or later if the schedule changes. Failure of the Developer to receive an allocation of a nine percent (9%) tax credit award by June, 2018 (or such date as Round #1 2018 TCAC awards are announced) will result in a re-submittal of the nine percent (9%) tax credit application in July, 2018 or later if the schedule changes. If at the end of the third attempt to receive an allocation of 9% tax credits there is no award, Developer and City agree to meet and discuss alternative financing options which may include an application for 4% tax credits and/or additional housing funds.

5.8. Development Schedule (9% Tax Credit Scenario). Developer shall commence and complete plan development and construction of the Project and shall satisfy all other obligations of Developer under this Agreement within the time periods set forth herein and as described in the attached Development Schedule attached as Exhibit I hereto, as such time periods may be extended upon the mutual written consent of the Parties. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer shall commence construction of the Project within thirty (30) days of issuance of building permits, but in any event no later than the later of : (i) January 31, 2022, or (ii) the earliest date as may be permitted by TCAC. Developer shall diligently prosecute to completion the construction of the Project in order to allow City to issue a final certificate of occupancy in no event later than twelve (12) months from the commencement of construction or such earlier date as may be required by TCAC. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 5.8 and Exhibit I shall be an Event of Developer Default hereunder.

5.9. Rights of Access. For the purpose of ensuring that the Project is developed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Property to inspect the Project following forty-eight (48) hours written notice, including without limitation inspection for labor standards compliance monitoring as described in Section 5.17 (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided). Developer shall have the right to accompany any City representative performing an inspection of the Project.

5.10. City Disclaimer. Developer acknowledges that City has the right to monitor, review, supervise, or inspect the progress of construction or the operation of the Project. Notwithstanding such right, Developer and all third parties shall rely on its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Improvements or otherwise.

5.11. Construction Plans. Prior to commencement of Project construction, Developer shall submit to City's Building Department detailed construction plans for the development of the Project (the "**Construction Plans**"). As used herein "Construction Plans" means all construction documents upon which Developer and Developer's contractors shall rely in constructing the Project (including the landscaping, parking, and common areas) and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City. Provided that the Construction Plans are consistent with the requirements of this Agreement, approval of the Construction Plans by City staff shall be deemed approval thereof by City.

5.12. Construction Pursuant to Plans. Developer shall develop the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to construction of the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental entity having jurisdiction over the Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental entity having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

5.13. Changes in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to City in accordance with its standard review process. Approval of changes to the Construction Plans by City shall be deemed approval thereof by City. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

5.14. Defects in Plans. City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Subject to the last sentence of this Section 5.14, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion and shall be assumed by any successor to Developer's interest in this Agreement. It is further agreed that City shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising due to the gross negligence or willful misconduct of the Indemnitees. Developer's indemnification obligations set forth in this Section shall not apply to any Construction Plans that

are not used by or on behalf of Developer or any entity affiliated with Developer, including without limitation, a Controlled Affiliate or an entity controlled by or under common control with Developer. In addition, if City uses any of the Construction Plans (or permits a third party to use such Construction Plans), City agrees to release Developer from liability for Claims arising in connection with such use except to the extent any such Claim arises from the gross negligence or willful misconduct of Developer or Developer's employees, agents or representatives.

5.15. Certificate of Completion for Projects. Promptly after completion of construction of the Projects, issuance of a final Certificate of Occupancy by the City and the written request of Developer, the City will provide an instrument ("**Certificate of Completion**") so certifying, provided that at the time such certificate is requested all applicable components of the Project have been completed.

(a) The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the development of the Property.

(b) The Certificate of Completion shall be issued substantially in the form attached hereto as Exhibit J, and at Developer's option, shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement, including without limitation, Developer's obligations pursuant to the Regulatory Agreement.

5.16. Equal Opportunity. During the construction of the Project, there shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.17. Prevailing Wage Requirements. To the full extent required by all applicable State and Federal laws, rules and regulations, if any, Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.*, the Davis-Bacon Act, and the regulations adopted pursuant to each of them, as the same may be applicable to the Project ("Prevailing Wage Laws"), and shall be responsible for carrying out the requirements of such provisions. Developer, at its own expense, shall prepare and obtain approval from the City of a plan for monitoring, enforcing and reporting on the payment of prevailing wages. This plan shall describe penalties, approved by the City, for the Contractor if it fails to implement said plan and to satisfy on a timely basis the reporting requirements included in said plan.

(a) Subject to the last sentence of this paragraph, Developer shall indemnify, defend (with counsel approved by City) and hold the City, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the

"**Indemnitees**") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "Claims") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement.

(b) The provisions of this Section 5.17 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be assumed by any successor to Developer's interest in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of one or more of the Indemnitees. Developer's indemnification obligations set forth in this Section shall only apply to work performed by or on behalf of Developer or any entity affiliated with Developer, including without limitation, a Controlled Affiliate or an entity controlled by or under common control with Developer.

5.18. Compliance with Laws. In connection with development and construction of the Project, Developer shall comply, and shall cause its contractors to comply with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.. Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section 5.18 shall survive

the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

5.19. Liens and Stop Notices. Until the expiration of the term of the Regulatory Agreement, if a claim of a lien or stop notice is given or recorded affecting the Project or the Property, Developer shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged. The provisions of this Section 5.19 shall apply from and after Developer's acquisition of a fee simple interest in the Property.

5.20. Right of City to Satisfy Liens on the Property. If Developer fails to satisfy or discharge any lien or stop notice on the Property pursuant to and within the time period set forth in Section 5.19 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense with prior written notice to Developer. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Improvements for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Improvements. The City may (but has no obligation to), with prior written notice to Developer, record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property and the Improvements.

5.21. Performance and Payment Bonds. Prior to commencement of construction work on the Project, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The bonds shall name the City and the City as co-obligees. In lieu of such performance and payment bonds, subject to City's approval of the form and substance thereof, Developer may submit evidence satisfactory to the City of the contractor's ability to commence and complete construction of the Project in the form of an irrevocable letter of credit, pledge of cash deposit, certificate of deposit, or other marketable securities held by a broker or other financial institution, with signature authority of the City required for any withdrawal, or a completion guaranty in a form and from a guarantor acceptable to City. Such evidence must be submitted to City in approvable form in sufficient time to allow for City's review and approval prior to the scheduled construction start date.

5.22. Insurance Requirements. Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XII.

5.23. Affordable Housing Priority. Developer commits to making a good faith effort to make affordable housing units available to the greatest extent feasible towards low and very low income individuals who have been residents of the City of Greenfield for 12 months or more. Good faith efforts will include but not be limited to local advertising media, signs prominently displayed at project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county), housing availability announcements developed for inclusion in City utility bills, project open house workshops or similar methods and community outreach.

ARTICLE VI
TERMS FOR ACQUISITION AND FEE DEFERRAL LOANS

6.1. Loan Amount. The City will provide two loans to Borrower (i) the Acquisition Loan in the amount of the appraised fair market value of the Property for acquisition of the property and (ii) the Fee Deferral Loan in the amount of 75% of the total traffic, and park and recreation impact fees and 100% of the street, signal, and infrastructure fee due to the Project.

6.2. Interest Rate. The outstanding principal balance of the Acquisition Loan and the Fee Deferral Loan shall bear no interest (0%) from disbursement through and including the construction loan closing until the earlier of (i) the permanent loan conversion or (ii) the third (3rd) anniversary of the Project's construction loan closing; thereafter, the outstanding principal balance of the Loan shall bear interest at a simple rate not to exceed three percent (3%) per year, with the Executive Director of the Lender authorized to set the rate, prior to the construction loan closing, from 0% to 3%, as reasonably necessary to make the Project financially feasible.

6.3. Maturity Date. The Acquisition Loan shall mature fifty-five (55) years from the date the Certificate of Occupancy or its equivalent is issued by the City of Greenfield. The Fee Deferral Loan shall mature thirty (30) years from the date the Certificate of Occupancy or its equivalent is issued by the City; provided, however that a portion of the Fee Deferral Loan attributable to the original principal amount of impact fees deferred is due and payable upon refinancing of the Projects upon the expiration of the tax credit compliance period if such refinance occurs. The Acquisition Loan (not the Fee Deferral Loan) shall be re-subordinated on the same terms upon re-syndication and rehabilitation of the Property.

6.4. Repayment Limited To Residual Receipts. Payments will be pro rata participation in 50% of Residual Receipts as that term is defined in Exhibit "B" hereto pro rata with all other soft financing of the Project and shall not exceed 10% of the total Residual Receipts for a relevant year and shall commence on April 1st of the first full calendar year following completion of and issuance of certificates of occupancy for all apartment units in the affordable housing development that Buyer intends to develop and construct on the Property (the "Project"). To the extent the portion of Residual Receipts applicable to payments due, the preceding sentence are insufficient to make the full annual payment that would otherwise be due, such unpaid amount shall be deferred and carried forward to future years to be paid out of a portion of Residual Receipts as set forth in the preceding sentence as and if available.

ARTICLE VII
USE OF THE PROPERTY

7.1. Use; Affordable Housing. Developer covenants and agrees for itself and its successors and assigns that the Property shall be used for the development and operation of a multi-family senior residential project, in accordance with the terms and conditions of this Agreement and the Regulatory Agreement.

7.2. Maintenance. Developer, at its own expense, shall maintain the Property, the Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Project and the Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Developer shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Developer shall provide adequate security for occupants of the Project. The provisions of this Section 7.2 shall apply from and after Developer's acquisition of the Property.

7.3. Taxes and Assessments. From and after Developer's acquisition of the Property, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Property or the Improvements and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property or the Improvements; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. Further, Developer shall have the right to withhold tax payments assessed and/or due during any period of time during which an application for a Welfare Tax Exemption is pending.

7.4. Obligation to Refrain from Discrimination. From and after Developer's acquisition of the Property, Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and

paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or the Improvements or part thereof.

ARTICLE VIII
LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1. Change Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project on the Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

8.2. Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "Transfer") of the whole or any part of Developer's interest in the Property, the Project, the Improvements, or this Agreement, without the prior written approval of City, which approval shall not be unreasonably withheld. (The provisions concerning Transfer of the Property, the Project and the Improvements shall apply commencing upon Developer's acquisition of a fee simple interest in the Property.) Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.3. Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent:

(a) The granting of easements or permits to facilitate development of the Property;

(b) The lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement;

(c) Assignments creating security interests for the purpose of financing the acquisition, construction or permanent financing of the Project or the Property in accordance with the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article VII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest;

(d) A Transfer to an entity which is under the direct control of Developer ("Controlled Affiliate"); or

(e) The limited partners of Developer shall have the right to remove any general partner of Developer as allowed pursuant to the terms of the Amended and Restated Agreement of Limited Partnership of Developer dated _____.

8.4. Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Improvements, the Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (a) through (e) of Section 8.3):

(a) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete construction of the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(b) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Improvements, the Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(c) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the City Loan Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the Regulatory Agreement.

(d) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

(e) Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City

Council . If a proposed Transfer has not been approved by City in writing within thirty (30) days following City's receipt of written request by Developer, it shall be deemed rejected.

8.5. Effect of Transfer without City Consent.

(a) In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

(b) Without limiting any other remedy City may have under this Agreement, or under law or equity, it shall be an Event of Developer Default hereunder entitling City to terminate this Agreement if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Property prior to the City's issuance of a Certificate of Completion. This Section 8.5.2 shall not apply to Transfers described in clauses (a) through (e) of Section 8.3.

8.6. Recovery of City Costs. Developer shall reimburse City for all City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Developer of an invoice detailing such costs.

ARTICLE IX
SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1. Mortgages and Deeds of Trust for Development.

(a) Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Property or the Improvements only for the purpose of securing loans for the purpose of the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Chief Executive officer or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

(b) Memorandum and Regulatory Agreement to be Junior to Mortgages. The City agrees that pursuant to Health and Safety Code Section 33334.14(a)(4), City will not withhold consent to reasonable requests for subordination of the Regulatory Agreement to deeds of trust provided for the benefit of Tax Credit equity partners identified in the Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default consistent with the requirements of Health and Safety Code Section 33334.14(a)(4).

9.2. Holder Not Obligated to Construct. The holder of any mortgage, deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.3. Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Property or the Improvements and each limited partner of Developer at the time of such notice (collectively, the "Interested Party(ies)"), provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such Interested Party(ies) for any failure by the City to provide such notice to such Interested Party(ies). Each such Interested Party(ies) shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by and additional sixty (60) days. In the event that possession of the Property or the Improvements (or any portion thereof) is required to effectuate such cure or remedy, the Interested Party(ies) shall be deemed to have timely cured or remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, as applicable, within sixty (60) days after receipt of the City's notice, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A Interested Party(ies) who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such Interested Party(ies) to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The Interested Party(ies) in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such Interested Party(ies) properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement and shall be entitled to a Certificate of Completion upon compliance with the requirements of this Agreement.

9.4. City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the Interested Party(ies) of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum.

9.5. Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either

inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property or the Improvements.

9.6. Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.7. Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party:

(a) This Agreement is in full force and effect and a binding obligation of the Parties (if such be the case),

(b) This Agreement has not been amended or modified, or if so amended, identifying the amendments, and

(c) The requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X
ENVIRONMENTAL MATTERS

10.1. No City Liability; Developer's Covenants. Upon receipt of any notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Improvements, the Property, or any portion thereof, Developer agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials within such deadlines as specified by applicable Environmental Laws. Developer hereby covenants and agrees that commencing upon Developer's acquisition of the Property:

(a) Developer shall not knowingly permit the Project or the Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Project or the Property with the exception of cleaning supplies and other materials customarily used in construction, operation or maintenance of residential property and any commercial uses developed as part of the Project, and used, stored and disposed of in compliance with Hazardous Materials Laws, and

(b) Developer shall keep and maintain the Project and the Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Property or any portion of either to be in violation of, any Hazardous Materials Laws.

10.2. Environmental Indemnification.

(a) Subject to the last sentence of this Section, commencing upon Developer's acquisition of the Property, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims including without limitation any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon

(i) The presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or

(ii) The failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws or the covenants set forth in Section 10.1.

(b) The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section 10.2 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. Developer's indemnification obligations set forth in this Section shall also apply to Claims arising directly or indirectly as a result of the actions or omissions of Developer or Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing relating to activity on the Property prior to Developer's acquisition of the Property.

(c) No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 10.2 above, are in no way limited or otherwise affected by any information the City may have concerning the Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations. It is further agreed that City does not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

10.3. Hazardous Materials. As used herein, the term "Hazardous Materials" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation:

(a) Petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos;

(b) Any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder;

(c) Any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or

(d) Any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

10.4. Environmental Laws. As used herein, the term "Environmental Laws" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning

(a) Pollution or protection of the environment, including natural resources;

(b) Exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances;

(c) Protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities;

(d) The manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or

(e) The use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. Section 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

ARTICLE XI
DEFAULTS, REMEDIES AND TERMINATION

11.1. Event of Developer Default. The following events shall constitute an event of default on the part of Developer ("Event of Developer Default"):

(a) Subject to force majeure, the availability of financing and City's issuance of permits and approvals, Developer fails to commence or complete construction of the Project within the times set forth in Section 5.8, or subject to force majeure, abandons or suspends construction of the Project prior to completion for a period of sixty (60) days or more;

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(c) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within ten (10) days;

(d) Subject to Developer's right to contest the following charges pursuant to Section 7.3, if Developer fails to pay prior to delinquency taxes or assessments due on the Property or the Project or fails to pay when due any other charge that may result in a lien on the Property or the Project, and Developer fails to either: (i) provide a cash deposit, bond or other security reasonably acceptable to City in an amount equal to 120% of the tax or assessment allegedly due, or (ii)cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

(e) Following Developer's acquisition of the Property, a default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property, the Improvements, or Developer's interest therein, and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for City Funds proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City and Developer fails to cure such default within sixty (60) days after the date upon which City shall have given written notice of the default to Developer and Interested Party(ies);

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Developer:

(i) Commences a voluntary case or proceeding;

(ii) Consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case;

(iii) Consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof;

(iv) Makes an assignment for the benefit of its creditors; or

(v) Admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(i) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property or the Improvements, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(k) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(l) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in Section 11.1 of this Agreement and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or sixty (60) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Developer and Interested Parties; provided however, if the default is of a nature that it cannot be cured within sixty (60) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within sixty (60) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) days after receipt of notice of the default.

11.2. City Default. An event of default on the part of City ("Event of City Default") shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

11.3. City's Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

11.4. City's Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Loan Documents, exercise one or more of the following remedies:

(a) Seek specific performance to enforce the terms of the City Loan Documents;

(b) Foreclose under the Deed of Trust; or

(c) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Loan Documents and City's rights thereunder.

11.5. Developer's Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking

the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

11.6. Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

11.7. Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE XII
INDEMNITY AND INSURANCE

12.1. Indemnity. Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees, except third party contractors and consultants, harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Property, or any part thereof or otherwise arising out of or in connection with Developer's performance under this Agreement. Developer's indemnification obligations under this Section 12.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of, or to any breach of a warranty or representation of this Agreement by, one or more Indemnitees. The provisions of this Section 10.1 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. It is further agreed that City will not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

12.2. Liability and Workers' Compensation Insurance.

(a) Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) annual aggregate, together with Three Million Dollars ($3,000,000) excess liability coverage, or such other policy limits as City may require in its reasonable discretion, including coverage for bodily injury,

property damage, environmental liability, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Until issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars ($1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Developer and any contractor with whom Developer has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction work and continuing until issuance of a Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. Such insurance shall include coverage for risks of direct physical loss or damage, excluding the perils of earthquake, flood, and earth movement.

(d) Upon completion of construction, Developer shall maintain property insurance covering all risks of loss (other than earthquake and flood) for one hundred percent (100%) of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payees as their interests may appear.

(f) Prior to commencement of construction work, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within twenty-one (21) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City

may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(h) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1. No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement, except as identified in the Financing Plan. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

13.2. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of the City or any other public or governmental City or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control.

(a) An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the governing board of the City). City and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the work of

Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

13.3. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section.

(a) All such notices shall be sent by:

(i) Personal delivery, in which case notice is effective upon delivery;

(ii) Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (1) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (2) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

(b) All such notices shall be sent to:

City:

City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927
Attention: City Manager
Facsimile: 831-674-3149

Developer:

AMG & Associates, LLC16633 Ventura Blvd. Suite 1014
Encino, CA 91436
Attn: Alexis Gevorgian
Facsimile: 818-380-2603

13.4. Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

13.5. Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

13.6. Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

13.7. Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.14, 5.17, 5.18, 10.2, 12.1, 13.1 and 13.18 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion.

13.8. Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

13.9. Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

13.10. Entire Agreement. This Agreement, including Exhibits A through G attached hereto and incorporated herein by this reference, together with other City Loan Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

13.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The

signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

13.12. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

13.13. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

13.14. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

13.15. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Developer or its successors in interest in the event of any default or breach by City for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

13.16. Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

13.17. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Monterey County, California or in the Federal District Court for the Eastern District of California.

13.18. General Indemnification. Developer shall indemnify, defend (with counsel approved by City) and hold harmless Indemnitees from all Claims (including without limitation, reasonable attorneys' fees) arising in connection with any claim, action or proceeding to attack, set aside, void, or annual any approval by the City or any of its agencies, departments, commissions, agents, officers, employees or legislative body concerning the Project or this Agreement. The City will promptly notify Developer of any such claim, action or proceeding, and will cooperate fully in the defense. The City may, within the unlimited discretion of each,

participate in the defense of any such claim, action or proceeding, and if the City chooses to do so, Developer shall reimburse City for reasonable attorneys' fees and expenses incurred.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

THE CITY OF GREENFIELD, a California municipal corporation,

By: _____

Name:_____

Title:_____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
By: _____
City Attorney

DEVELOPER:

By:_____

Name: _____

Title: _____

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

(Attach legal description.)

2726876.2

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-6745591
www.ci.greenfield.ca.us

MEMORANDUM: **November 10, 2016**

AGENDA DATE: **November 15, 2016**

TO: Mayor and City Council

FROM: Robert Perrault
City Manager

TITLE: **APPOINTMENT OF CITIZEN REPRESENTATIVES TO THE MEDICAL MARIJUANA FACILITIES REVIEW COMMITTEE**

BACKGROUND:

In accordance with the City's application process for approving licenses to operate a Medical Marijuana Facility in Greenfield the application period closed on September 14, 2016. As a result of the application process; 13 applications were received.

As the Council is aware there is an extensive review process for the applications consisting of four phases. David McPhearson of HDL will assist the City in completing this process. Ultimately, in Phase 4, the Council will select the operators to receive licenses based on the receipt of a recommendation from the Medical Marijuana Facility Committee that will independently complete a review of the applications in Phase 3. It is expected the Committee will meet several times as a part of the review process over a relatively short period of time and then make its recommendations to the Council.

In the September Council meeting, the Council determined the Review Committee should consist of seven members including the following:

1. Community Services Director
2. City Manager
3. Police Chief
4. Fire Marshall
5. Planning Commission Chairperson or his designee
6. Clergy Council representative or general City Resident
7. General City Representative.

City staff subsequently did reach out to the Clergy Council which declined to nominate a representative. Consequently, there are two Citizen representative positions on the Committee for the Council to fill. Pursuant to Council direction the City solicited letters of interest from the general public. As a result of the solicitation we received letters from the following residents:

- Robert Urquides
- Stephanie J Garcia

Staff would suggest the Council conduct interviews and ask questions of the applicants. The Council may choose to make one or both appointments at this time.

REVIEWED AND RECOMMENDED:

Staff is recommending the Council proceed with the selection of General City Representative(s) to the Medical Marijuana Facility Review Committee.

POTENTIAL MOTION:

I MOVE TO APPROVE / DENY RESOLUTION #2016-96, A RESOLUTION OF THE GREENFIELD CITY COUNCIL APPOINTING CITIZEN REPRESENTATIVES TO THE MEDICAL MARIJUANA REVIEW COMMITTEE

Stephanie J. Garcia
394 Thorp Avenue
Greenfield, CA 93927

RECEIVED
NOV 7 2016
Initial:

November 7, 2016

Robert Perrault, Interim City Manager
City of Greenfield
599 El Camino Real
Greenfield, CA 93927

RE: **Medical Marijuana Facility Review Committee**

Dear Mr. Perrault,

Please allow this correspondence to serve as my letter of interest to participate on the Medical Marijuana Facilities Review Committee. My interest in serving on this committee stems from both my initial support of the medical cannabis industry establishing itself within the City of Greenfield, as well as subsequent concerns which have been raised and acknowledged regarding the permitting process to date.

I am grateful that amidst concerns voiced to the City Council over the last several months, it has (1) hired an outside industry expert to assist the City with the process, (2) committed to include Planning Commission review and recommendations moving forward and (3) established a Medical Marijuana Facility Review Committee to include a broad base of perspectives, including that of Greenfield residents. My interest in serving on this committee is to help ensure that potential facility operators, and their representatives, are of the highest caliber with the City's best interests at the forefront.

Since moving to Greenfield in 2007, my contributions to the community of Greenfield include the following:

- Member, Area 6 Neighborhood Watch
- Chair, City of Greenfield Prop. 84 Community Park Committee (Round 1 and 2)
- Member, Greenfield Events Committee
- Chair, City of Greenfield Finance and Advisory Board
- Treasurer, Measure VW Committee
- Former Secretary and current Vice-President, Greenfield Little League
- Alumni, Greenfield Community Police Academy
- Secretary, City of Greenfield Measure VW Oversight Committee
- Board of Directors, Greenfield Memorial District

I do not have any prior or current affiliation with any marijuana businesses.

Thank you for your consideration. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Stephanie J. Garcia

:sjg

Greenfield Marijuana Review Committee

To whom it may concern:

My name is Robert Urquides and I live at 774 Mc Donald Way. I have lived here for over 27 years.

I would like to have the opportunity to serve on the Marijuana Review Committee. Recently, I served on the VW budget committee for the City as the chair of the committee. The experience of serving on that committee has motivated me to become more involved in our City.

I am semi-retired. I worked at Coke Cola for 11 years as the Warehouse Supervisor. Also for Gabilan Manufacturing for 11 years as the Shipping Supervisor. Also Kaiser Refactories for 25 years.

I look forward to serving on this committee.

Sincerely Yours

Robert Urquides

RECEIVED

OCT 31 2016

CITY OF GREENFIELD

RESOLUTION NO. 2016-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPOINTING CITIZEN REPRESENTATIVES TO THE MEDICAL MARIJUANA REVIEW COMMITTEE

WHEREAS, on January 12, 2016 the City Council of the City Greenfield adopted Ordinance No. 515 which added chapter 5.28 "Medical Marijuana Facilities Regulatory Permit" to Title 5 "Business Licenses and Regulations" of the Greenfield Municipal Code; and,

WHEREAS, the City Council authorized an open application period for Businesses interested in operating permitted Medical Marijuana Facilities within the City of Greenfield and said application period closed on September 14, 2016 with 13 Business Applications; and,

WHEREAS, on September 27, 2016 the City Council established a Medical Marijuana Facilities Review Committee including two citizen members to assist with the review of the applications,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Greenfield does hereby appoint the following to serve on the Medical Marijuana Facilities Review Committee:

Mr. Robert Urquides
Ms. Stephanie J Garcia

PASSED AND ADOPTED by the City Council of the City of Greenfield at a special meeting duly held on the 15th day of November 2016 by the following vote:

AYES, and all in favor, thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
Mayor of the City of Greenfield

Attest:

_____
City Clerk of the City of Greenfield

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-6745591
www.ci.greenfield.ca.us

MEMORANDUM: **November 10, 2016**

AGENDA DATE: **November 15, 2016**

TO: Mayor and City Council

FROM: Robert Perrault,
Interim City Manager

TITLE: **CONSIDERATION OF A PERFERRED SPECIAL PROPERTY TAX OPTION FOR FIRE SERVICES AND THE IDENTIFICATION OF PUBLIC MEETING DATES**

BACKGROUND:

The Greenfield Fire Protection District was organized prior to the City's incorporation in 1947 and has been providing fire protection services and in more recent years emergency medical services to Greenfield and the surrounding area. For some time now, the District has been experiencing significant challenges in fiscal sustainability that if not resolved will impact the District's ability to deliver life safety services in the very near future. In light of this issue the City entered into a Memorandum of Understanding with the District in January. The purpose of the MOU was to have a Fire Services Study completed that would identify options to provide fire Services for the City.

During the Council meeting held on the 13th of September, then City Manager Stanton together with Mr. Sam Mazza from Citygate Associates provided the Council with the results of the Study. (Please see the attached staff report) Several options for moving forward were presented during the meeting and input was also received from the Fire District representatives. At the conclusion of the Council's discussion on the options the Council directed that the City proceed with the option of detaching the City from the District and establish a City Fire Department with a reliable funding source and then contract back with the District to provide services to the remainder of the District's service area. This option was considered to be superior as a means of sustaining/ enhancing service levels within the City while maintaining continuity of services for the unincorporated District service cost at the lowest possible cost.

In conjunction with the delivery of the Fire Services Study and recommendations staff also presented a report and report from NBS, a firm specializing in public financing solutions,

detailing different sustainable financing options for a new City Fire Department that would minimize impacts on the City's limited financial resources. Based on the report the Council determined that a Special Property Tax approved by the voters within the City would be the best option for providing long term funding for a municipal fire department. May 2, 2017 was also the date identified for an election at which the question regarding a special tax would be presented.

The purpose of this report and recommendation is to request the Council consider and select preferred property tax rate option and to identify a couple of meeting dates to review the preferred option with the public. The preferred rate option and any resulting feedback from the public meetings will then be sent to the Local Agency Formation Commission (LAFCO). LAFCO will consider this information along with the City's application for detachment from the Fire District. The application for detachment has been filed by Citygate on behalf of the City with LAFCO and LAFCO is expected to review the application at the end of January. It is likely LAFCO will approve the detachment contingent upon the outcome of an election to consider the special property tax rate in May.

Citygate has indicated that in order to properly fund a City Fire Department that would consist of a two-person on shift staffing level and sufficient operating and capital funds a funding level of $1,254,140 would be necessary:

Salaries & Benefits -	$979,610
Operations -	$124,000
Maintenance -	$141,530
	$1,245,140

As further noted by Citygate and in the September staff report a total of $279,980 in revenue can be identified to fund the new Fire Department leaving an identified need to raise an additional $965,160 to balance the budget for the newly created Department.

Recommended Special Tax Rate:

NBS has used the identified shortfall to develop the recommended preferred property tax rate. (Please see the attached report from NBS). As the Council will note the shortfall has been reduced by a recommended annual contribution from the City of $200,000. This contribution results in the reduction of the shortfall to $765,100 and subsequently reduces the recommended tax rate by approximately 20%. Staff is recommending the funding for the contribution will initially come from Measure W Funds. It is important to note Measure W is scheduled to sunset in 2021 while the contribution will need to continue well past that date.

In reviewing the recommended tax rate the Council will note the rates are set according to land use where Residential Parcels are charged per unit and the Non- Residential units are charged a base rate plus a rate per building square footage. This approach provides some equity in the system. For example, a single family home will be charged $200.00 per year for Fire Service Protection while a shopping center with a collection of buildings will be charged substantially more. It should be noted in this option public properties are not exempt. This makes sense because public facilities are not exempt from the need for fire and emergency medical service response.

The recommended Special Tax Rate is noted as follows:

Land Use	**Special Tax Rate**
Residential	
Single Family	$200.00 Per Unit
Multi-family	$150.00 Per Unit
Non- Residential:	
Commercial	$200.00 Per Parcel Plus $.07 per building sq. ft.
Office	$145.00 Per Parcel Plus $.07 per building sq. ft.
Industrial	$115.00 Per Parcel Plus $.07 per building sq. ft.
Institutional	$100.00 Per Parcel Plus $.07 per building sq. ft.
Agricultural Vacant	$85.00 Per Parcel plus $.07 per building sq. ft.

Please keep in mind there is an existing District Benefit Assessment for Fire Services amounting to approximately $87.00 per residential parcel. With the detachment of the City from the District and the formation of the City Fire Department the existing Benefit Assessment for the District will be replaced within the City with the new tax rate if passed by the voters. Consequently, if approved, the increase a single family home owner will see on their tax bill will be $113.00 or the difference between $87.00 and $200.00.

Other Options;

Senior Discount - the Council could direct that a discount be offered to senior citizens who are owners of property and who complete the necessary application and receive approval. Based on the parcel data and census information 17% of the residential units could be eligible for a discount. With a discount of $50 per eligible partner the resulting reduction in revenue would be $83,900. This amount would then need to be accounted for with additional rate adjustments.

Increase City's contribution- As noted the City's contribution could be increased from $200,000 to a greater amount. This would further reduce the per unit rates proportionately. The Council needs to approach the contribution cautiously. At present the contribution would most likely come for the proceeds of Measure W. As noted, once Measure W sunsets, the subsidy will need to be continued and its funding will need to be paid indefinitely from other sources.

Flat Rate Option- establishing a flat rate will ensure that all parcel owners will pay the same rate but this option would lose the element of equity when compared to the recommended special tax rate.

Consequent Action:

Public Meeting Dates - Once the Council has identified a Preferred Tax Rate Option the Council should identify a couple of public meeting dates to review the proposed detachment and Preferred Special Property Tax Rate. These meetings should be held no later than early January 2017.

Local Agency Formation Commission - The Local Agency Formation Commission is scheduled to conduct its hearing on the Detachment Application on January 23, 2016.

Complete Tax Sharing Agreement with County

Complete Negotiation of an Agreement of District Assets to the City

Schedule the Parcel Tax Measure Vote

BUDGET AND FINANCIAL IMPACT:

The City's detachment from the Greenfield Fire Protection District and the formation of a new City Fire Department will cost the City a minimum of $200,000 annually. The ultimate cost of assuming this obligation could be significant for years to come.

REVIEWED AND RECOMMENDED:

The provision of adequate Fire and Emergency Medical Services is critical to the well-being of the City and its residents. As the City continues to grow and prepare for new investment opportunities on Walnut Avenue and at the Gateways to the City it is imperative that Fire and EMS be properly funded, managed and staffed. The financing and structure of the current Fire Protection District is limited at best and likely unsustainable. The recommended creation of City Fire Department with an independent source of funding will enable the citizens to continue to receive the level of services they expect.

POTENTIAL MOTION:

I MOVE THAT THE RECOMMENDED SPECIAL TAX RATE BE IDENTIFIED AS THE PREFERRED TAX RATE FOR THE PURPOSE OF FURTHER PUBLIC DISCUSSION AND THAT DECEMBER __, 2016 AND JANUARY __, 2017 BE IDENTIFIED AS PUBLIC MEETING DATES

Attachments:

1. Council Report Entitled: Fire Organization Study dated September 13, 2016 (Under Separate Attachment)
2. NBS Report Dated November 9, 2016

32605 Temecula Parkway, Suite 100
Temecula, CA 92592

Toll free: 800.676.7516 (P) 951.296.1997

nbsgov.com

Date: November 9, 2016
To: Robert Perrault, City of Greenfield
From: Kristin Harvey, NBS

Subject: Parcel Tax Features

NBS was engaged to assist the City of Greenfield (the "City") with the feasibility of creating a parcel tax for the funding of fire protection and emergency medical services. The City determined the budget shortfall and amount of desired parcel tax revenue as shown below.

Annual Budget

Total Estimated Budget Shortfall	$965,100.00
City Contribution Estimate	-$200,000.00
Parcel Tax Revenue Required	$765,100.00

Based on this budget information, service needs, and parcel data, NBS calculated the proposed dollar amount of the parcel tax and prepared modelling of parcel tax scenarios.

The following provides the agreed upon parcel tax features for the City's consideration.

Special Tax Rates

The Special Tax Rates are set by property land use where Residential Parcels are charged per unit and Non-Residential Parcels are charged a base rate plus a rate per building square foot as shown below.

Land Use	Special Tax Rate			
Residential				
Single Family (1)	$200.00	Per Unit		
Multi-Family	$150.00	Per Unit		
Non-Residential:				
Commercial (2)	$200.00	Per Parcel plus	$0.07	per building sq ft
Office	$145.00	Per Parcel plus	$0.07	per building sq ft
Industrial	$115.00	Per Parcel plus	$0.07	per building sq ft
Institutional (3)	$100.00	Per Parcel plus	$0.07	per building sq ft
Agriculture/Vacant (4)	$85.00	Per Parcel plus	$0.07	per building sq ft

(1) Includes mobile homes
(2) Includes labor camp parcel
(3) Includes convalescent/private hospital, and church parcels, and public parcels
(4) Includes vacant public parcels, SBE and percolation lots, common areas, roads and miscellaneous

Parcel Tax Escalation Factor: The parcel tax may be increased by 3% annually.

Termination of Parcel Tax: The parcel tax may be levied in perpetuity.

Payoff Methodology: The parcel tax may not be paid off.

Exemptions

Based on direction from the City, no parcels are considered exempt from the parcel tax. Parcels owned by the City, Successor Agency of the Redevelopment Agency, County of Monterey, or State of California are classified as taxable. Parcels with a use code specifying 'publicly owned' are classified based on applicable property data obtained from the Monterey County Assessor's Office. Parcels owned by churches are classified as Non-Residential.

In accordance with the California Government Code, all governmental entities are exempt from special taxes. Therefore, the City cannot enforce the collection of special taxes from governmental entities.

Senior Discount

A discount of the parcel tax is proposed for senior citizens who complete the necessary application and receive approval. Based on the parcel data and the estimate of 17% of the residential units, the number of approved applications is estimated to be 606. With a discount of $50 per parcel, the approved applications represent approximately $83,900.00.

In order to implement an exemption program, the City will need to publicize the program and work with the parcel tax administrator to determine the details of the program including a timeline, application procedures, and criteria for approval.

Anticipated Total Annual Parcel Tax

For the purposes of calculating the anticipated annual collections, NBS included all parcels within the Tax Rate Areas of the City, based on data provided by the Monterey County Auditor-Controller's and Assessor's office. The Monterey County secured property tax roll data was used to determine the categorization of parcels.

Based on the details above for the proposed parcel tax, NBS calculates the anticipated annual amount which may be collected from all parcels within the City is shown below.

Land Use	Special Tax Rate				Total Units / Bldg Sq Ft	Annual Revenue
Residential						
Single Family (1)	$200.00	Per Unit			2,743	$548,600.00
Multi-Family	$150.00	Per Unit			826	$123,900.00
Non-Residential:						
Commercial (2)	$200.00	Per Parcel plus	$0.07	per building sq ft	415,777	$47,904.39
Office	$145.00	Per Parcel plus	$0.07	per building sq ft	29,598	$2,941.86
Industrial	$115.00	Per Parcel plus	$0.07	per building sq ft	24,205	$2,499.35
Institutional (3)	$100.00	Per Parcel plus	$0.07	per building sq ft	50,233	$4,916.31
Agriculture/Vacant (4)	$85.00	Per Parcel plus	$0.07	per building sq ft	7,858	$36,675.06
Total						$767,436.97

(1) Includes mobile homes
(2) Includes labor camp parcel
(3) Includes convalescent/private hospital, and church parcels, and public parcels
(4) Includes vacant public parcels, SBE and percolation lots, common areas, roads and miscellaneous

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: November 7, 2016

AGENDA DATE: November 15, 2016

TO: Mayor and City Council

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **RESOLUTION TO APPROVE CONTRACT CHANGE ORDERS FOR THE CDBG WASTEWATER TREATMENT SURFACE AERATOR CONSTRUCTION CONTRACT WITH CUSHMAN CONTRACTING CORPORATION IN THE AGGREGATE AMOUNT OF $130,704.75**

BACKGROUND AND ANALYSIS

The City of Greenfield awarded a contract to Cushman Contracting Corporation for the CDBG Wastewater Treatment Plant Surface Aerator project on April 26, 2016, in the base bid amount of $1,885,989.55. The base bid included a unit price bid schedule for additional quantities of labor and materials beyond those included in the base bid. On July 26, 2016, the City Council approved Change Order No. 1 in the amount of $15,154.00 for additional size and quantity of materials reflecting differing site and project conditions from those identified in the project plans and specifications. As construction has continued, a number of subsequent unforeseen circumstances and changed conditions have arisen necessitating additional change orders to enable the contractor to provide the required construction services.

The City Engineer has reviewed the information provided by the contractor and the plans and bid documents prepared for this project and concurs that additional change orders are necessary for the following:

1. Change Order No. 2 – Relocation and extension of drain lines and overflow pipes connecting ponds 4 and 5 = $3,119.00;

2. Change Order No. 3 – Removal of an additional 279 dry tons of sludge from Pond 3 in excess of original bid item quantity of 1,000 dry tons of sludge = $90,954.00;

3. Change Order No. 4 – Modification of manner in which HDPE pond liner is attached to concrete control structures = $631.75; and

4. Change Order No. 5 – Modification of sludge drying and removal process necessitated by anticipated increased quantity of sludge in Pond 2 = $36,000.00.

Change Order Nos. 3 and 5 are the most substantial and are necessitated due to the significant increase in sludge actually removed from Pond 3 versus the quantity specified in the original plans and specifications, 1,279 dry tons versus 1,000 dry tons. Bid Item 18 – Sludge Removal of the construction contract was intended to pay for the drying and off-site removal of the existing sludge in Ponds 1, 2, and 3. This bid item was for a bid quantity of 1,000 dry tons. The contractor began with the removal of sludge from Pond 3 and completed removal on September 19, 2016. The contractor encounter approximately four times the quantity of sludge anticipated in Pond 3. The total quantity of sludge removed from Pond 3 was measured to be 1,279 dry tons.

In order for the contractor to complete the remainder of the contract work, the existing sludge in Ponds 1 and 2 needs to be removed. Based on the amount of sludge encountered in Pond 3, it is likely that Pond 2 will contain a similar amount of sludge as Pond 3. Bid Item 18 – Sludge Removal would likely be overrun an additional $400,000+ to dry and remove off-site the existing Pond 2 sludge. In order to postpone this large unanticipated cost and keep the project moving forward, the Project Designer (Steve Tanaka, Wallace Group) and the City Engineer (Andrew Borrelli, Construction Manager) developed an alternative solution to drying and removing the sludge off-site per the construction contract. The alternative solution involves relocating and temporarily storing (next fiscal year) the sludge from Ponds 1 and 2 in Pond 4. The sludge relocated to Pond 4 will be allowed to slowly air-dry over time. Change Order No. 5 will fund the relocation of the existing Pond 2 sludge to Pond 4. A similar change order will be written in the near future to relocate the existing Pond 1 sludge to Pond 4. That change order will be brought back to the City Council for approval. The City's FY 18 budget will include appropriate budget items to reflect the costs incurred after July 1, 2017.

FINANCIAL AND BUDGET IMPACT

The City's initial contract award to Cushman Contracting Corporation was in the total amount of $1,885,989.55. Funding for this amount was through the City's CDBG award, the Sewer Impact Fee Fund, and capital improvement project funding included in the new sewer rates. Change Order No. 1 increased the total contract amount to $1,901,143.50. The four change orders for which City Council approval is now requested will add $130,704.75 to the overall contract amount, increasing the contract total to $2,031,848.20. The change order amounts will be funded through the Sewer Impact Fee Fund, which has a current fund balance of approximately $1,400,000. Future change orders will also be funded through the Sewer Impact Fee Fund. There will be no cost to the City's General Fund.

RECOMMENDATION

The City Manager, Community Services Director, and City Engineer recommend the City Council approve Change Order Nos. 2, 3, 4, and 5 to the Cushman Contracting Corporation

construction contract in the aggregate amount of $130,704.75. This will increase the construction contract amount with Cushman Contracting Corporation to the total amount of $2,031,848.20. A budget adjustment will be required to reflect the allocation of additional Sewer Impact Fee Funds to supplement the budgeted CDBG funds for the Wastewater Treatment Surface Aerator project.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION NO. #2016-97, APPROVING CONTRACT CHANGE ORDERS FOR CONSTRUCTION OF THE CDBG WASTEWATER TREATMENT SURFACE AERATOR PROJECT WITH CUSHMAN CONTRACTING CORPORATION IN THE AGGREGATE AMOUNT OF $130,704.75, INCREASING THE CONSTRUCTION CONTRACT TO THE TOTAL AMOUNT OF $2,031,848.20.

CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2016-97

A RESOLUTION APPROVING CONTRACT CHANGE ORDERS FOR CONSTRUCTION OF THE CDBG WASTEWATER TREATMENT SURFACE AERATOR PROJECT WITH CUSHMAN CONTRACTING CORPORATION IN THE AGGREGATE AMOUNT OF $130,704.75, INCREASING THE CONSTRUCTION CONTRACT TO THE TOTAL AMOUNT OF $2,031,848.20.

WHEREAS, the City of Greenfield has construction funds budgeted for and allocated from the City's CDBG award and Sewer Impact Fee Fund for construction of improvements to the City's wastewater treatment ponds; and

WHEREAS, the City has contracted with Cushman Contracting Corporation for construction of these improvements; and

WHEREAS, the services of the construction contractor were procured utilizing a formal bidding process in compliance with the State Public Contract Code, federal HUD/CDBG contracting requirements, and the City's bidding and contracting procedures set forth in section 3.12.053 of the municipal code; and

WHEREAS, the plans and specifications issued for bidding included a unit price bid schedule for additional quantities of labor and materials beyond those included in the base bid; and

WHEREAS, after contract award to Cushman Contracting Corporation, the City became aware of unforeseen and differing site conditions from those identified in the project plans and specifications; and

WHEREAS, the City Manager, the Community Services Director, and the City Engineer recommend the City Council authorize change orders to the Cushman Contracting Corporation construction contract to reflect those unforeseen and differing site conditions and the resulting increase in cost to the contractor in providing the required construction services,;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Greenfield:

1. That the Cushman Contracting Corporation construction contract be amended to incorporate Change Order Numbers: 2, 3, 4, and 5 in the aggregate amount of $130,704.75;

2. That the City Manager or designee is authorized to execute said Contract Change Orders on behalf of the City of Greenfield; and

3. That a FY 17 budget adjustment be made to reflect the allocation of additional Sewer Impact Fee Funds to supplement the budgeted CDBG funds for the Wastewater Treatment Surface Aerator project.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the __ day of November, 2016, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

_____
John P. Huerta, Jr., Mayor

Attest:

_____
Ann F. Rathbun, City Clerk

CITY OF GREENFIELD PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD OR PROJECT DESCRIPTION	FUNDING
2	0	N/A	WWTP Surface Aerators	CDBG

TO: CUSHMAN CONTRACTING CORPORATION — CONTRACTOR

CHANGE REQUESTED BY: CONTRUCTION MANAGER

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this Contract. ***NOTE:* This change order is not effective until approved by the City.**

REVISION OF PIPE WORK AT (E)JUNCTION BOX BETWEEN POND 2 AND POND 4:
This Contract Change Order provides for the following:
- Remove and cap (E)14"CPP connecting Pond 2 to (E)Junction Box
- Eliminate installation of (N)14" PVC pipe connecting Pond 2 to (E)Junction Box

Estimated Cost = No Cost Change

RELOCATION AND REVISION OF OVERFLOW PIPES:
This Contract Change Order provides for the following:
- Relocate and revise (3) 12" PVC overflow pipes per attached overflow pipe exhibit

The Contractor will be compensated for this work by the decrease in contract items at contract unit prices.

Item No. 14: 12" SDR 35 PVC Pipe
-120 LF (-29%) x $50.00/LF = **-$6,000** (-29%)

Analysis of the project schedule indicates that this work will delay the controlling operation by +13 calendar days.

REMOVE AND/OR WORK AROUND (E)12" DRAIN LINE CONNECTING POND 4/POND 5 TO (E) WET WELL:
This Contract Change Order provides for the following:
- Remove and/or work around (E)12" drain line (not shown on plans) connecting Pond 4/Pond 5 to (E) Wet Well as required to install Intermediate Control Structure #3 and associated piping
- Isolate and drain Pond 4 and Pond 5 (not simultaneously) as required to maintain flow through the plant while installing Intermediate Control Structure #3 and associated piping.

Estimated Cost = No Cost Change

Analysis of the project schedule indicates that this work will delay the controlling operation by +62 calendar days.

ADDITIONAL 24" SDR 35 PVC PIPE AT POND 4 AND 5:
This Contract Change Order provides for the following:
- Extend length of pipes into pond 4 and 5 as required to daylight pipe flowline.

The Contractor will be compensated for this work by the increase in contract items at contract unit prices.

Item No. 16: 24" SDR 35 PVC Pipe
+39.65 LF (4.5%) x $230.00/LF = **$9,119** (4.5%)

Analysis of the project schedule indicates that this work will delay the controlling operation by +4 calendar days.

ESTIMATED COST:	Decrease:	$	Increase:	$3,119.00
By reason of this order the time of completion will be adjusted as follows:			+ 79 Calendar Days	

SUBMITTED BY CONSTRUCTION MANAGER:		
SIGNATURE	PRINT NAME Andrew Borrelli, PE	DATE 10/17/16
APPROVED BY CITY OF GREENFIELD:		
SIGNATURE	PRINT NAME Michael A. Steinmann	DATE 10-17-16

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY: Cushman Contracting Corporation		
SIGNATURE	PRINT NAME & TITLE DEVIN LIGHT, PROJECT MANAGER	DATE 15 SEP 16

CITY OF GREENFIELD PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD OR PROJECT DESCRIPTION	FUNDING
3	0	N/A	WWTP Surface Aerators	CDBG

TO: CUSHMAN CONTRACTING CORPORATION CONTRACTOR

CHANGE REQUESTED BY: CONTRUCTION MANAGER

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this Contract. ***NOTE:*** **This change order is not effective until approved by the City.**

Increase in Contract Item at Contract Unit Price:
This Contract Change Order provides for the following:

- Removal of an additional 279 dry tons of sludge in excess of the bid item quantity of 1,000 dry tons of sludge.

The Contractor will be compensated for this work by the increase in contract items at contract unit prices.

ESTIMATED INCREASE IN CONTRACT ITEM AT CONTRACT UNIT PRICES:

Item No. 18: Sludge Removal
+279 DT (27.9%) x $326.00/DT = $90,954.00 (27.9%)

Analysis of the project schedule indicates that this work will delay the controlling operation by +11 calendar days.

ESTIMATED COST:	Decrease:	$	Increase:	$90,954.00
By reason of this order the time of completion will be adjusted as follows:			+ 11 Calendar Days	

SUBMITTED BY CONSTRUCTION MANAGER:		
SIGNATURE	PRINT NAME Andrew Borrelli, PE	DATE
APPROVED BY CITY OF GREENFIELD:		
SIGNATURE	PRINT NAME	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY:		
SIGNATURE	PRINT NAME & TITLE	DATE

CITY OF GREENFIELD PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD OR PROJECT DESCRIPTION	FUNDING
04	0	N/A	WWTP Surface Aerators	CDBG
TO: CUSHMAN CONTRACTING CORPORATION				CONTRACTOR
CHANGE REQUESTED BY: DESIGN ENGINEER				

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this Contract. ***NOTE:* This change order is not effective until approved by the City.**

EXTRA WORK AT AGREED UNIT PRICE:

This Contract Change Order provides for the following: Attachment of HDPE pond liner to concrete control structures per the attached detail.

For this work, the Contractor shall be paid the agreed unit price of **$24.15/LF**. This sum constitutes full compensation, including applicable markups, for this work. Estimated Total Quantity = **65 LF**.

Estimated Increased Cost = 65 LF x $24.15/LF = **$1,569.75**

ADJUSTMENT OF COMPENSATION AT AGREED LUMP SUM:

This Contract Change Order provides for the following: Replacement of stainless steel panel disconnect back boards with stainless steel struts per the attached detail.

For this work, the City shall receive the agreed lump sum credit of **($938)**. This sum constitutes full credit, including all applicable markups, for this work.

Total Estimated Increased Cost, This CCO: $1,569.75 – ($938.00) = **$631.75**

ESTIMATED COST:	Decrease:	$	Increase:	$631.75
By reason of this order the time of completion will be adjusted as follows:			0 days	

SUBMITTED BY CONSTRUCTION MANAGER:		
SIGNATURE	PRINT NAME Andrew Borrelli, PE	DATE 11/1/16
APPROVED BY CITY OF GREENFIELD:		
SIGNATURE	PRINT NAME Michael A. Stermann	DATE 11-1-16

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY: Cushman Contracting Corporation		
SIGNATURE	PRINT NAME & TITLE Devin Light, Project Manager	DATE 26 OCT 16

CITY OF GREENFIELD PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD OR PROJECT DESCRIPTION	FUNDING
5	0	N/A	WWTP Surface Aerators	CDBG
TO: CUSHMAN CONTRACTING CORPORATION				CONTRACTOR
CHANGE REQUESTED BY: DESIGNER				

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this Contract. ***NOTE:*** **This change order is not effective until approved by the City.**

EXTRA WORK AT FORCE ACCOUNT (EW@FA):

This Contract Change Order provides for the following:

- Eliminate Pond 2 sludge removal scope of work associated with Bid Item No. 18
- Relocate Pond 2 sludge to Pond 4.

For this work, the Contractor shall be paid by Extra Work at Force Account since there is no comparable contract item work involved.

Total Not-to-Exceed (NTE) Cost, This CCO: **$36,000.00**

Determination of adjustment of contract time, by reason of this change, is deferred until completion of the work involved and a complete analysis of the project schedule is made to determine whether or not the work affected the controlling operation(s).

ESTIMATED COST:	Decrease:	$	Increase:	$36,000.00
By reason of this order the time of completion will be adjusted as follows:			Deferred	

SUBMITTED BY CONSTRUCTION MANAGER:		
SIGNATURE	PRINT NAME Andrew Borrelli, PE	DATE
APPROVED BY CITY OF GREENFIELD:		
SIGNATURE	PRINT NAME	DATE

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY:		
SIGNATURE	PRINT NAME & TITLE	DATE

City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-6745591
www.ci.greenfield.ca.us

MEMORANDUM: **November 10, 2016**

AGENDA DATE: **November 15, 2016**

TO: Mayor and City Council

FROM: Gregory Allen, Acting Police Chief

TITLE: **APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT FOR TEMPORARY HOMICIDE INVESTIGATOR POLICE SERVICES**

BACKGROUND:

The Greenfield Police Department is in need of the services of professional, highly experienced law enforcement Homicide Investigator with extensive knowledge of all facets of the investigation, case preparation and prosecution of homicide cases through the criminal justice system. We currently have unsolved homicide cases that require specific murder investigation follow-up expertise in order to solve. After being without a designated detective for over two years due to budget and patrol deployment priorities, we have recently appointed a police detective from patrol who is currently being trained in his investigative role. He will greatly expand his investigative expertise and knowledge by working with an experienced homicide investigator. Additionally, the homicide investigator will greatly assist in supporting our focus on removing gang members from the community in advance of violent crimes and future murders. It has been extremely difficult to achieve the goal of solving murders without the proposed homicide investigator position. The Greenfield Police Department command staff has been required to spend an inordinate amount of time training personnel on murder investigations, directing those investigations, and having "hands-on" participation in the solving of murders.

BUDGET AND FINANCIAL IMPACT:

The initial term of the proposed agreement will be from November 20, 2016, until July 1, 2017 unless otherwise terminated or amended by mutual agreement of both parties. The services provided by (Ret.) Homicide Lieutenant Roger Mora, in the execution of the proposed agreement will be allocated from "Measure W" funding as previously designated by the former City Manager and Police Chief. The total costs expended for the homicide investigator position and related investigative expenses for this period shall not exceed $65,000.00.

REVIEWED AND RECOMMENDED:

The Acting Police Chief and Interim City Manager recommend approval of this agreement.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY RESOLUTION #2016-98, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR TEMPORARY HOMICIDE INVESTIGATOR POLICE SERVICES BETWEEN ROGER MORA AND CITY OF GREENFIELD AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF GREENFIELD FOR A COST NOT TO EXCEED $ 65,000.00.

RESOLUTION NO. 2016-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR TEMPORARY HOMICIDE INVESTIGATOR POLICE SERVICES BETWEEN ROGER MORA AND CITY OF GREENFIELD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF GREENFIELD

WHEREAS, the City of Greenfield Police Department is currently in need of Police Homicide Investigator services to meet distinct and specific goals; and

WHEREAS, the City of Greenfield has determined that it is in the best interest of the City to execute an Agreement for Professional Services of a temporary police homicide investigator which will increase the police department's service, ability to meet said goals and professional assessment; and

WHEREAS, the term of the Agreement will be from November 16, 2016 until July 1, 2017, unless otherwise terminated or amended by mutual agreement of both Parties.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Greenfield that the "Agreement for Professional Services of Temporary Police Homicide Investigator between the City of Greenfield and Mr. Roger Mora ", a copy of which is attached hereto as Exhibits "A" and "B" and by this reference incorporated herein, is hereby approved. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Greenfield.

PASSED AND ADOPTED by the City Council of the City of Greenfield on the 15th day of November, 2016, by the following vote:

AYES, **and in favor thereof, Councilmembers**:

NOES, Councilmembers:

ABSENT, Councilmembers:

_____
John Huerta, Jr. , Mayor

ATTEST

_____
Ann F. Rathbun, City Clerk

CITY OF GREENFIELD

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 2016, by and between the City of Greenfield, California, a municipal corporation, ("City") and Roger Mora ("Mora"), ("Contractor") and is made and executed in consideration of the following:

1. Recitals:

A. The City of Greenfield under provisions in California state statutes and decisional law (See: Govt. §§ 4526, 36505; *City & County of San Francisco v. Boyd* (1941) 17 C2d 606, 620) is authorized to select and contract with a professional service provider pursuant hereto;

B. The City of Greenfield, having evaluated the training, education and qualifications of Contractor has selected Contractor to provide law enforcement homicide investigative services to it pursuant to this Agreement;

C. It is the desire of the parties hereto to enter this agreement and establish the terms and conditions for rendition of Law Enforcement services to the City of Greenfield and the compensation therefore;

2. It is the desire of the Interim City Manager and Acting Chief of Police to secure, continue and retain the services of Mora and to provide inducement for him to perform the duties outlined in this agreement and provided by the Acting Chief of Police as he determines necessary and proper.

3. Description of Project: City desires to retain a consultant to perform the functions of Homicide Investigator and to engage Contractor to provide the required professional services relating to the Project.

4. Scope of Services: Contractor shall perform those basic services in connection with the Project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE OF CONTRACTOR SERVICES" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

5. Changes to Scope of Work - Basic Services: Mora should perform such investigative duties specified in Attachment A subject to modification by the Acting Chief of Police for any additional duties assigned by the Acting Chief of Police that are legally permissible and proper including, but not limited to, investigations, interrogations, processing and examinations of evidence, the preparation and dissemination of technical and investigative reports and records; the attendance of administrative, investigative and operational meetings, as well as civic and/or governmental meetings requiring the presence of a Police Department

representative as directed by the Acting Police Chief; assistance to the Police Department in responding to major incidents and emergency situations and performing all such other legally permissible and proper duties and functions as may be assigned from time to time by the Acting Chief of Police.

6. Compensation; Retention: Contractor shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION" ("Compensation").

Amounts due to Contractor from City for services rendered shall be evidenced by the submission to City by Contractor of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Contractor until a correct and complying invoice has been submitted.

7. Annual Performance Evaluation: On a monthly basis, the Acting Police Chief may review and evaluate the performance of the contractor to ensure compliance with this agreement

8. Responsibility of Contractor: By executing this Agreement, Contractor warrants to City that Contractor possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Contractor further warrants that it will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding effective law enforcement practices rendered under this Agreement.

9. Confidentiality: All City information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, or required by law.

10. Conflict of Interest: Contractor warrants that Contractor has no conflict of interest with respect to the work to be performed under this Agreement, nor shall such contractor, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

11. Nondiscrimination: During the performance of this Agreement, Contractor will not discriminate against any employee in the City because of race, religion, creed, color, national origin, gender, sexual orientation, gender expression or age. Contractor will take affirmative

action to insure that all employees are treated without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

12. Independent Contractor: City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement. Contractor agrees to be solely responsible for its own matters relating to payment of services, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts during the life of this Agreement. Contractor shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.

13. Ownership of Documents. Title to all documents and work product performed under this Agreement shall vest with City at such time as City has compensated Contractor, as provided herein, for those services rendered by Contractor.

14. Mistake of Fact. Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

15. Term; Termination: The term of this Agreement shall commence on July 27, 2015 the effective date of this Agreement. The City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least thirty (-30) days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

16. Access to Records. Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Contractor by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for access and inspection.

17. Indemnification for Acts or Omissions within the Scope of Services. City shall provide for the defense of Allen in any action or proceeding alleging an act or omission within the scope of Allen's employment in accordance with California Government Code sections 825, 995 etseq., and other applicable law. The City agrees that Allen, while serving in the capacity of Temporary Police Commander of the City of Greenfield under with this

Agreement, shall receive immunities, right to a defense and indemnification for liability arising from the performance of the Services as provided by state law.

18. Compliance with Laws, Rules, Regulations. All services performed by Contractor pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and City laws, including any rules, standards or regulations promulgated thereunder.

19. Exhibits Incorporated. All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

20. Integration; Amendment. This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

21. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Jurisdiction: City and Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey.

23. Notice: Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- To City:

  Gregory Allen, Acting Police Chief

  City of Greenfield

  599 El Camino Real

  Greenfield, California 93927

- To Contractor:

  Roger Mora

  1570 Deerfoot Drive

  Diamond Bar, California 91765

Nothing hereinabove shall prevent either City or Contractor from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

CONTRACTOR:	CITY OF GREENFIELD:
_____	_____
Roger Mora	Robert Perrault, ICMA-CM
Contractor	Interim City Manager
_____	_____
Gregory Allen	Ann F. Rathbun
Acting Police Chief	City Clerk

EXHIBIT "A"

SCOPE OF CONTRACTOR SERVICES

Act in the capacity of Homicide Investigator to receive general direction from the Acting Chief of Police and performs managerial, administrative, highly technical tasks and complex specialized law enforcement assignments related to homicide investigations. Oversees homicide investigations and participates in developing departmental goals. Provide investigative leadership in strategic planning, manage and develop investigations, organize, anticipate, plan, and direct the investigative activities, train and develop investigative employees, direct investigative personnel, and monitor investigative workflow and oversee the performance of administrative and technical police work.

ESSENTIAL FUNCTIONS, IMPORTANT DUTIES AND RESPONSIBILITIES:

- Manages homicide investigative activities; training and evaluation of investigative work product; participates in establishment and review of departmental objectives, policies and procedures.
- Supervises investigative activities and participates in program development and management; recommend goals and objectives; assists in the development and implementation of policies and procedures.
- Conducts work in a manner which supports the overall team effort; avoids disruption of work; treats all City employees with respect and dignity; resolves issues and differences which may impact the successful delivery and performance of the work; coordinates work of Division with other divisions, departments and agencies.
- Ensures the delivery of quality customer services to the public and internal City departments and employees.
- Assists the Acting Chief of Police in the development of best investigative practices throughout all levels of the department.
- Supervises and coordinates investigations of criminal acts; instructs officers in investigation procedures; reviews investigation reports and makes recommendations and suggestions to officers; coordinates major criminal investigations.
- Confers with citizens and officials on law enforcement matters, issues and activities; assists in the development of innovative investigative law enforcement practices; assists in coordinating law enforcement activities with the activities of other City departments and other law enforcement agencies.

- Communicates sensitive and complex investigative information orally and in writing; prepares a variety of highly complex written reports, including statistical, analytical, and investigatory.
- Successfully interacts with diverse individuals, community members, the business community, and officials from external agencies, and appointed and elected officials, as necessary.
- Successfully builds and maintains positive work relationships with peers and City employees; models a cooperative and supportive approach to interpersonal relations.
- Performs related duties as assigned.

EXHIBIT "B"

COMPENSATION

- City shall pay Mora the hourly wage of $70.00 per hour, as well as related investigative expenses, mileage and lodging.
- The Acting Chief of Police may conduct performance reviews of Mora at intervals deemed appropriate by the Interim City Manager.
- Provide use of Police automobile as needed in order to fulfill the duties and responsibilities of Homicide Investigator under this Agreement.